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CURRENT TOPICS.

NONE TOO SOON, the Judicial Committee of the Privy Council has been strengthened, as to Indian cases, by the appointment, as a member of the Committee, of Sir ANDREW RICHARD SCOBLE, K.C., who was Legal Member of Council in India between 1892 and 1900; and, as to cases from Ceylon, by the appointment of Sir JOHN WINFIELD BONSER, the late Chief Justice of that island.

MR. JUSTICE FARWELL, who was obviously ill on Tuesday, but manfully went on with the hearing of cases, has since that day been obliged to absent himself from the courts. He is, we understand, suffering from a severe cold, accompanied with high temperature. Mr. Justice SWINFEN EADY has arranged to take his urgent motions on Friday and his short causes and petitions on Saturday.

THERE CAN be little doubt as to the wisdom of the resolution which was passed at the meeting of the Incorporated Law Society last week to alter and enlarge the society's buildings, and it may be hoped that, both in point of architectural effect and of convenience of arrangement and economy of space, the new buildings will be a contrast to the present premises. The speeches of the President and Mr. ELLETT give a sufficient outline of the proposals, and it does not seem worth while to repeat them. When we know more details as to the plans, we shall be able to judge how far the new buildings will add to the convenience of members. There is one point, however, on which we are glad to see Mr. ELLETT touched—namely, the proposed refreshment arrangements. It appears that there is to be a subscription room in the nature of a club, and also a refreshment room open to all members. If these rooms are—as Mr. ELLETT says they are to be—"equally convenient and comfortable," there seems to be no great objection to the proposal, but it is a matter of much importance that every member of the society should have a "common room" in which he can obtain, not merely the so-called "light refreshments," but a substantial lunch.

THE RECENT Parliamentary Paper on the proposed establishment of a Final Court of Colonial Appeal shews that the somewhat ambitious plans which the Government has entertained with respect to a Final Court of Appeal for the Empire have come to nothing. More than a year ago it was announced that the Government were "considering the terms of a Bill for enhancing the dignity and promoting the efficiency of the Judicial Committee, by practically amalgamating it with the House of Lords, and providing for adequate permanent representation of the Colonies in a new court which it is proposed to create"; and the King's Speech this year promised a measure for carrying out changes in the Final Court of Appeal which were said to be rendered necessary by the increased resort to it resulting from the expansion of the Empire. But the Government resolved not to proceed with the scheme unless a measure could be devised having practically the unanimous support of the colonies, and it was hoped that the conference summoned in the summer might secure this unanimity. The result, however, has been, as Mr. CHAMBERLAIN states in a circular letter to the Colonial governors, to shew that the majority of the delegates were satisfied with the existing system, and that no desire for any far-reaching alteration in the present tribunal exists. Possibly it would have been different had a strong scheme been put forward here. It rather looks as though the initiative had been left to the delegates. But however this may be, a very promising re-constitution of the House of Lords and the Judicial Committee disappears from the region of practical politics.

IT WILL be a matter of pain to every well-regulated mind that at least twice—to judge from the report in the *Times*—the solemn proceedings of the Court of Claims on Wednesday were dissolved in laughter. In a leading article the same journal discourses in a superior way upon the subtle significance of the services in respect of which claims are made, and we are told that, "intelligently regarded, the proceedings of yesterday bring back, as no picture or record can, the old order of things, the old idea of the Monarchy and the Coronation," and so on and so on. But however impressive may be a coronation as shadowed forth to a wondering public in the columns of the leading journal of the age, the actuality of the preparatory details tend, we note with regret, to the ridiculous. The Earl of ERROLL is to walk at the Coronation as Lord High Constable of Scotland and to have a silver baton tipped with gold at each end, but who is to pay for it the court, amid laughter, leave undecided. Other matters were well calculated to receive the same treatment, but they were ruled out of court almost too quickly to give time for a smile. There is, it seems, to be no banquet, and hence it was futile to discuss who shall be Chief Larderer, or Chief Butler; and the Hereditary Armour-bearer and the Bow-bearer were just as summarily dismissed. The barons of the Cinque Ports are held entitled to make themselves resplendent in crimson satin and bear the canopies over the King and Queen—provided there are canopies to be borne. All very amusing, and possibly just a little interesting. But whether it is worth while to interrupt serious business for the sake of adjudicating upon these antiquarian trivialities, may be doubted.

APART FROM the opinions of those who resent its existence, the Land Registry, as our correspondence columns shew, is becoming the subject of a good deal of hostile criticism from those who have experience of its methods. A well-known solicitor lately received from the office a land certificate which informed him that certain leasehold property, in which he was interested, was held under a sub-lease, and was held with other property. Neither of these statements was in fact correct. On inquiry, the explanation vouchsafed by the officials was that the obnoxious words were part of a printed form, and ought to have been struck out, as they said, by the solicitor. These words do occur in the new printed form, and constitute the difference between that and the old form, it being apparently considered by the official mind that it is a matter of less difficulty to strike out what is unnecessary than to insert words which the circumstances of the case may require. Apart from the question as to who should perform the alteration of the official form, we should have thought that the attention of those who have become accustomed to the old form should have been in some way attracted to the change. In the present case no great harm was done. But facilities are particularly offered to laymen to transact their business with the office without the intervention of legal assistance. Should such a course be generally adopted, it is to be hoped that these mistakes will be, at any rate, less frequent. If undetected—and a layman will hardly discover them with greater ease than a solicitor—very serious difficulties will be placed in the way of any future dealing with property so misdescribed. The attention of inexperienced persons is, as a rule, chiefly directed to blanks in an official form, and not to the consideration of words which it may become necessary to remove. In any case some warning of the change of the form should be given to those, whether solicitors or others, who transact business with the Land Registry.

IN HIS interesting and learned judgment in the Truro oyster fishery case (*Truro Corporation* v. *Rowe*, 1901, 2 K. B. 870) WILLS, J., made some important observations with respect to the power of a municipal corporation to take a lease of land. The lease to the corporation, the validity of which was impugned in that case, was for fourteen years only. The suggestion was that the holding of such a lease by the corporation was contrary both to the Mortmain Acts and to the Municipal Corporations Act, 1882. The former objection was easily disposed of by the learned judge; a lease for a long term is no doubt within the Mortmain Acts, but leases for short terms have repeatedly been held to be outside those statutes; in one case a lease for as long as ninety-nine years was held to be exempt: see *Cotton's case* (Godb. 192), *Hemming* v. *Brabason* (Sir O. Bridgman, at p. 7). The second objection was more formidable. Under section 107 of the Act of 1882 (as amended by the Local Government Act, 1888, s. 72), a corporation which has not power to acquire land or hold land in mortmain may purchase or acquire and hold land subject to the approval of the Local Government Board. There is here, no doubt, an implied prohibition against the acquisition of land without such approval, and there had been no application for approval in the *Truro case*. The learned judge, however, considered it clear that the implied prohibition only extended to the acquisition of such interests in land as would be within the Mortmain Acts, and did not prevent the holding of a short leasehold interest. In this connection it may be noticed that in the enactments relating to the acquisition of land by district and county councils (Public Health Act, 1875, s. 175; Local Government Act, 1888, s. 65) an express power to "take on lease" is added to the power to purchase or acquire. The expenditure of a municipal corporation must, however, be limited to the objects prescribed by the Act of 1882, and the rent under a lease could not be paid out of the borough fund except in pursuance of a statutory power; this, of course, provides a very practical restraint on the power to accept a lease. In the *Truro case* the learned judge (although deciding against the claim of the corporation in the action) held that the taking of the lease was justified by an implied power contained in an Act confirming an order of the Board of Trade under the Sea Fisheries Act, 1868, for the regulation of an oyster fishery by the corporation.

THERE CAN be little doubt that the right of hundreds of men to vote for a member of Parliament is affected by the decision of the King's Bench Division in the recent case of *Hall* v. *Michelmore* (reported *ante*, p. 70). The facts proved reveal a very common state of things. The appellant lived with his wife and family in a house which was the separate property of the wife. The appellant, however, was the sole "breadwinner" of the family; he paid all rates and taxes, and was the owner of all the furniture in the house, while the wife had no means of support other than the ownership of the house. The wife's name appeared on the rate-book as the owner, and the appellant's as the occupier. Now, the right of an occupier to vote depends, as far as the present point is concerned, on section 3 (2) of the Representation of the People Act, 1867, which entitles every man to vote who has

during the qualifying period "been an inhabitant occupier, as owner or tenant, of any dwelling-house." No one, therefore, is entitled to be registered under this section, even though he be the inhabitant occupier, unless he is also in occupation either as owner or as tenant. If the occupier is not the owner, he must shew that he occupies under some form of tenancy recognized by the law. Thus it has been held that a tenancy at will is sufficient, also that a tenancy by sufferance is sufficient. In the recent case, however, the appellant was not able to prove any sort of tenancy agreement between his wife and himself, nor that he had ever paid rent to his wife. The court, therefore, dismissed the appeal and decided that the appellant was not entitled to have his name on the register. Almost the same point was decided by the High Court two years ago in *Loveridge* v. *Gardom, Gillo's case* (Smith's Reg. Cas. 1, 186). There it was shewn that a claimant lived in a house with his wife and family and his mother. The mother was the owner of the house, but she had no other property whatever, and was supported by her son, who was the "bread-winner," and paid all rates and taxes and all expenses of maintaining the home. The mother's name was on the rate-book as owner and occupier. The court decided against the claimant's right to be on the register, and it was suggested that the position of occupying tenant claimed by the son was legally incompatible with a concurrent occupation as owner by the mother. These cases are clearly good law, but at the same time they are as certainly hard cases. It is most unjust that a man in the position of either of the men in question should not be able to exercise the full rights of a citizen, and the Legislature might well interfere to put matters right. By a little arrangement, however, the difficulty may be got over. In either of such cases the man may make a tenancy agreement with his wife or his mother, that he shall occupy as tenant at a nominal rent and in consideration of paying the rates and taxes. Alternatively, when the house is the property of the mother, the son may under such circumstances generally obtain a vote as her lodger. Men ought not, however, to be obliged to have recourse to even such harmless subterfuges to obtain a vote.

In the case of *Brooks, Jenkins, & Co.* v. *Mayor, &c., of Torquay*, on the 3rd inst., Walton, J., had to determine a variety of interesting questions arising upon a claim by a firm of solicitors and parliamentary agents for payment of their costs in relation to the opposition of a district council to a provisional order of the Local Government Board for the extension of the boundaries of a borough and the Act confirming the same. The order had been made and confirmed by Parliament, and one of its effects was that the whole of the Cockington district became absorbed partly in the borough of Torquay, and partly in the Newton Abbot rural district, and the liabilities of the defunct Cockington council became transferred to the Torquay and Newton Abbot councils (the defendants to the action) in shares to be agreed or settled by arbitration under the Local Government Act, 1888. The question at issue was whether these costs constituted a liability so transferred. The plaintiffs had been retained by resolutions of the Cockington council, but the retainers were not, in the first instance, under seal. After a portion of the costs had been incurred, the seal of the council was affixed to the original resolutions. It is questionable whether a retainer involving costs of an uncertain amount must be treated as a contract "whereof the value or amount exceeds £50," and therefore requiring the seal of the local authority under the Public Health Act, 1875, s. 174 (1). A contract falling within this section cannot be sued on if not under seal, although the authority have had the full benefit of it: *Young* v. *Leamington* (*Mayor, &c., of*) (8 App. Cas. 517). On the other hand it is not *ultra vires* of the authority to pay the sum due under such a contract: *Reg.* v. *Prest* (16 Q. B. 32), *Bournemouth Commissioners* v. *Watts* (14 Q. B. D. 87). Having regard to the last-mentioned cases, Walton, J., held (while not deciding whether the case fell within section 174 or not) that the Cockington council could, by afterwards sealing the original retainers, bind themselves as to the costs incurred before, as well as those incurred after, the seal was affixed. A further ground of defence rested upon the fact that the Cockington council had entered upon the opposition without complying with the requirements of the Borough Funds Act, 1872. This Act, however, contains a saving clause (8) in favour of rights and powers given to a governing body by other Acts past and future, and section 298 of the Public Health Act, 1875, enables a local authority to pay the costs of promoting or opposing provisional orders made in pursuance of that Act, a power which the learned judge readily held to extend to the promotion or opposition of a Bill to confirm such an order. The order in the present case was made under section 54 of the Local Government Act, 1888, with which (by section 87 (2)) section 298 of the Act of 1875 is incorporated. The result was that the Cockington council were held entitled to enter upon their opposition without following the procedure of the Borough Funds Act, and that their liability for the costs had been transferred to the defendant authorities. A further point of great interest was raised, but not decided—viz., whether such a local authority as a district council can, without express statutory power, enter upon Parliamentary opposition in a case where its own existence is threatened. A municipal borough possessed of corporate property has no doubt such a power of self-defence, (*Attorney-General* v. *Mayor of Brecon*, 10 Ch. D. 204); but in view of the decision in *Leith Council* v. *Leith Commissioners* (1899, A. C. 508), it would be difficult to establish that such a power exists in the case of a body created by statute for a particular purpose and possessing only funds acquired for the discharge of its statutory duties.

An action tried before Mr. Justice Ridley last week, in which the plaintiff sought to recover damages for slander, and the defendant pleaded a justification, lasted three days, and ended in the jury being unable to agree upon a verdict. We have no materials for forming any opinion upon the merits of the particular case, but we feel bound to say that nothing can be more unsatisfactory than such a termination of a protracted and expensive trial. If we assume that the plaintiff, in a case where the jury are discharged without giving a verdict, had good cause for commencing his action, he is practically obliged to bring the case to a fresh trial, though he can ill afford the cost which he has already incurred. If, on the other hand, the defendant had good cause for setting up a justification, he is put to double expense in making good his defence to an unfounded claim. Trials in which the jury are unable to agree upon a verdict are tolerably frequent, both at *Nisi Prius* and in criminal, probate, and divorce cases. The jury laws of Scotland make some attempt to avoid such a disagreement by accepting the verdict of a majority, and by allowing the jury in criminal cases to find the charge "not proven." Such a verdict, however, leaves the question of guilt or innocence undecided, and in the case of an accused person allows him to go free without clearing his character. So long as it is essential in England that the jury shall be unanimous, we see little prospect of any diminution in the number of cases where the jury are unable to agree. But we do not hear of any project for assimilating the laws of England and Scotland with regard to trial by jury, and we are left to consider whether this risk of disagreement is not an argument against trial by jury in all cases. If a civil cause is tried by a judge without a jury, the judge must give some sort of decision, however difficult the case, and however great the responsibility. In the case of an action of slander, with a plea of justification, he might either find the justification proved, or he might find that it was not proved, but having regard to the circumstances of the case, he might decline to award substantial damages. In a case which came before a judge of conspicuous sagacity and wide experience, the late Lord Hannen (*Burgoine* v. *Meerdoff*, 8 P. D. 205)—an action by an executor to establish a will, with issues raising the question whether the will was obtained by undue influence—it appeared that the action had been twice tried by a special jury, and in each case the jury had disagreed and had been discharged. Lord Hannen made an order that the action should be tried by a judge without a jury, and the Court of Appeal entirely approved of his decision. It may seem strange, and opposed to the spirit of our law, that questions involving character and

reputation should be tried by a judge or judges without a jury. But it must be remembered that charges affecting the character of clergymen, and also of physicians and other professional men, come before tribunals to which no jury is summoned, and we do not hear that their decisions are considered unsatisfactory.

In commenting recently (44 Solicitors' Journal, p. 830) on the decision of Kekewich, J., in *Re Redman* (1901, 2 Ch. 471) that policies in friendly societies are not assignable *inter vivos*, we expressed the hope that an opportunity might soon be found for submitting the question to the Court of Appeal. This has now been done in *Re Griffin* (*Times*, 5th inst.), and the Court of Appeal have restored to such policies the quality of assignability of which they were in danger of being deprived. The question depends on the effect to be given to section 56 of the Friendly Societies Act, 1896, under which a member may by writing nominate a person to whom his policy moneys, not exceeding £100, shall be paid on his decease, and the nomination may in the same way be revoked or varied. In *Bennett* v. *Slater* (47 W. R. 83; 1899, 1 Q. B. 45) it was decided by the Court of Appeal, reversing Mathew, J., that a nomination prevailed over a gift of the policy moneys by will. By virtue of the statute the nomination pointed out the way in which the moneys were to go, and on the death of the nominator they formed no part of his estate, and were consequently not available either for a legatee under his will, or, if he was insolvent, for his creditors. Upon the same principle, it may possibly be held that when there is an assignment *inter vivos* and also a nomination, the nomination will prevail over the assignment. If the nominee takes under a statutory title, an assignee, it may be argued, can benefit just as little as a legatee. If this is so, then the singular result will follow that a nomination may defeat the title of a prior assignee for value. On the present occasion this point did not arise, and the Court of Appeal refrained from expressing any opinion upon it. In *Re Redman*, and again in *Re Griffin*, there was an assignment but no nomination, and the question was whether the statutory power of nomination excluded any other mode of disposition so that the assignment was void. In *Caddick* v. *Highton* (47 W. R. 668) Phillimore, J., decided against the assignment, and his decision was followed by Kekewich, J., in *Re Redman*. In *Re Griffin* Joyce, J., took the same course, leaving the matter for discussion in the Court of Appeal. That tribunal has now held that the quality of assignability ordinarily incident to property can only be excluded by clear language or necessary implication, and that no such implication follows from the mere conferring of the special power of nomination. This is only a testamentary power and does not forbid an alienation *inter vivos*. It was clearly not foreseen by the Legislature when the power of nomination was conferred, to what nice questions it would give rise.

The incapacity of infants under section 1 of the Infants' Relief Act, 1874, to contract for repayment of money lent or for payment for goods supplied (other than necessaries) is enacted in the interest of infants generally, and it is not to be set aside on the ground of hardship to the other party to the alleged contract. Such is the effect of *Thurstan* v. *Nottingham, &c., Building Society* (reported elsewhere), in which the Court of Appeal have, with a slight exception, negatived the result arrived at by Joyce, J. (49 W. R. 56). The plaintiff, a married woman, while still an infant, had become a member of the defendant society. She obtained an agreement for the advance from the society of £1,200, of which £250 was to be applied in the purchase of land from third parties, and the remainder in erecting houses upon it, the whole to be secured by mortgage. On the 21st of July, 1898, the land was duly conveyed to the plaintiff, and on the next day mortgaged to the society to secure the £1,200. In the following October, when £1,070 had been advanced, the society discovered for the first time that the plaintiff was an infant, and they thereupon entered into possession and spent £270 in completing the houses. The plaintiff alleged that the mortgage was void by reason of her infancy, and claimed to have it set aside and the property restored to her without repayment of the money advanced. Joyce, J., rejected her claim upon the ground that the purchase and mortgage were parts of the same transaction, and that she could not at once affirm her own title under the purchase and repudiate the title of the society under their mortgage. But the Court of Appeal have not agreed that the two matters—the purchase and the mortgage—were one transaction. They took place between different parties, and each has to be treated by itself. It followed that in repudiating the mortgage the plaintiff was only insisting upon her strict legal right. Under the circumstances, her contract to repay the money was void, and the mortgage securing the repayment was void also. But by an ingenious argument the £250 used in purchasing the land was saved to the society. They had provided this amount in order to pay off the vendors, and hence, it was held, they succeeded to the lien which they would have had if they had conveyed the land without being paid. This devolution of the vendor's lien upon another party who advances the money at the request of the purchaser seems to be novel, and we are by no means sure that it would bear examination. However, the Court of Appeal considered that they could mitigate to this extent the loss which the society had incurred.

RECENT WORKMEN'S COMPENSATION CASES.

In disposing of the long list of appeals under the Workmen's Compensation Act, 1897, which awaited hearing at the commencement of the present sittings, the Court of Appeal have decided several points of novelty. The decision of cases arising under special legislation of this character does not involve questions of principle, but the task of the Court of Appeal has been none the less difficult; the circumstances which give rise to claims for compensation are infinitely varied, and even when a claim has been established, the means at hand for assessing the amount to be paid are often very scanty. For its guidance in determining these and similar questions, the court has to rely, first, on the provisions of the Act, which, obscure and inadequate themselves, are rendered still more difficult to construe by the incorporation of a host of definitions contained in many other enactments passed altogether *alio intuitu*; secondly, on the long array of decisions applying the Act to various sets of facts; and thirdly, on their own common sense, perhaps the safest guide to the correct interpretation of an Act which abounds in arbitrary rules and standards but is not founded upon any logical principle. Decisions given under such circumstances cannot be altogether satisfactory: they depend to a large extent on questions of fact, and they add little or nothing to the science of law. But the modern practitioner cannot afford to ignore them, in view of the far-reaching effects of the Act to which they relate and to the mass of litigation arising under it.

Two of the recent decisions have been commented on in these columns (*ante*, p. 23), and notes of many of the cases referred to in the following observations will be found *ante*, pp. 48, 49, 66, 67, 83.

In many cases the all-important question relates to the locality and description of the place in which the accident has occurred. Is it a railway, a factory, a wharf, a mine? or does it not fall within any of these or the other categories specified in the Act? Is a building thirty feet high, and between what points is it to be measured? Is it being repaired by means of a scaffolding? Illogical as it may seem, the right of an injured workman to compensation most frequently depends upon the answer given to questions of this kind. Thus a ship lying in a dock, whether wet or dry, is a factory: *Raine* v. *Jobson* (1901, A. C. 404), *Cattermole* v. *Atlantic Transport Co.* (*ante*, p. 83), the decision to the contrary in *Woodham* v. *Atlantic Transport Co.* (1899, 1 Q. B. 15) being no longer law. A firm of painters and plumbers employed to renovate a ship so lying are the "occupiers" for the time being of a factory, although they have not the exclusive use of it; they are therefore "undertakers" within the Act for the purposes of liability to pay compensation to a workman employed by them on the ship: *Bartell* v. *Gray & Co.* (*ante*, p. 67). The "scaffolding" question, considered by the House of Lords in *Hoddinott* v. *Newton, Chambers, & Co.* (1901, A. C. 49), came up

again in *Veazey* v. *Chattle* (*ante*, p. 83). A house over thirty feet high was being repaired; there was a ladder from the ground to the eaves; a workman ascended the roof by means of a "crawling board," held in place by a comrade who stood on the ladder. COLLINS, M.R., and MATHEW, L.J. (STIRLING, L.J., dissenting), held that the ladder and board together formed a scaffolding within the Act, although they were, admittedly, not an arrangement of the kind to which that term it usually applied. In *Ellis* v. *Cory & Son* (*Limited*) (*ante*, p. 67) the court held that a structure moored in mid-Thames without any physical connection with either shore, and having upon it hydraulic cranes used for unloading coal from vessels lying alongside it, was a wharf within the Act. In *Ellison* v. *Longden & Son* the question was whether a blasting accident arose in the course of employment in or about a mine; the object of the blasting was to make a road in connection with mining operations which had not yet been commenced, and the accident occurred with a few feet of a tunnel or shaft driven into the side of a hill: having regard to the wide definition of "mine" contained in section 41 of the Metalliferous Mines Regulation Act, 1872, and imported into the Workmen's Compensation Act, 1897, by section 7 (2) of the latter Act, the court had no difficulty in holding that the workman was employed about a mine.

The question of the meaning of "dependants" in section 7 (2) of the Act arose again in *Howells* v. *Vivian & Sons*, where the deceased workman lived with his parents and contributed to a common fund for the maintenance of the family a sum considerably in excess of the cost of his own keep; his father was earning substantial wages, and on the ground that he was able to maintain the family without assistance from the deceased, the county court judge refused to award him compensation. This ground of decision was clearly contrary to the law as laid down by the House of Lords in *Main Colliery Co.* v. *Davies* (1900, A. C. 358), and the case was remitted accordingly. In *Pryce* v. *Penrikyber Colliery Co.* (*Limited*) (*ante*, p. 49) it was held that the question whether the widow of a deceased workman was "wholly dependent upon his earnings at the time of his death" must be determined solely by reference to the circumstances existing immediately before the death, and that the fact that she became entitled on his death to a sum representing his savings (which do not appear to have produced income during his life) must be excluded from consideration.

The nature of the employers' business, and the terms of the workman's employment, are often very material. In *Knight* v. *Cubitt & Co.* (*ante*, p. 49) the employers, who had contracted to demolish an old and to erect a new building, engaged a firm of sub-contractors to execute the demolition. It was held that the employers were under section 4 of the Act liable as "undertakers" to pay compensation in respect of an accident to a man employed by the sub-contractors in the work of demolition. It appeared from the evidence that the demolition of buildings was "a part of the trade or business" carried on by the employers, and brought them within section 4 of the Act, although it was their usual practice to perform this part of their business through sub-contractors. Again, a quarryman who was paid according to the quantity of material excavated, and employed his own workmen, was held by the county court judge to be himself a workman within the Act, and the Court of Appeal declined to interfere with this decision; there was, however, evidence that the employers had agreed to treat the applicant as within the Act: *Evans* v. *Penwyllt & Co.*

The difficulty (adverted to *ante*, p. 23) of arriving at "average weekly earnings" when the workman has been employed for one or more days only has received further illustrations. In *Watters* v. *Clover & Co.* (*ante*, p. 67) the workman was engaged by the day; he worked from Wednesday to Saturday, and again on the following Monday and Tuesday; it was held that his total earnings for these six days must be taken to be his average weekly earnings, and that the period during which he worked must not be divided into two weeks, each commencing with a Monday. This result seems to follow from *Lysons* v. *Andrew Knowles & Sons* (1901, A. C. 79), and the recent cases of *Ayres* v. *Buckeridge* and *Wheale* v. *Rhymney Iron Co.* (*ante*, p. 48). Again in *Bartlett* v. *Sutton & Sons* (*ante*, p. 48) a casual dock labourer was employed for one day only and was injured; his wages for that day were 3s. 3d.; the county court judge declined to treat either that sum or six times that sum as his average weekly earnings, and, acting on evidence as to the ordinary weekly earnings of a casual labourer at the docks in question, he found that this workman's average weekly earnings were 18s., and awarded 9s. He appears to have ignored the requirement of the schedule to the Act that the average must be ascertained by reference to the period during which the workman has been "in the employment of the same employer." The court adopted the view that his average weekly earnings must be taken at 3s. 3d., and reduced the award to half that sum.

The employers are not liable if the accident is attributable to "serious and wilful misconduct" on the part of the workman. In *Reeks* v. *Kynoch* the Court of Appeal declined to hold that a workman aged nineteen had been guilty of "serious and wilful misconduct" because he touched machinery in motion contrary to the express orders of his employers. On the other hand, in *John* v. *Albion Coal Co.* (*Limited*), the Court of Appeal agreed with the county court judge that there was serious and wilful misconduct where a miner met his death through his refusal, in spite of a direct warning, to seek shelter in a manhole on the approach of a train along the line on which he was walking.

A novel point as to costs was also decided in *Cattermole* v. *Atlantic Transport Co.* (referred to above); the employers having been held not liable in an action in the county court under the Employers' Liability Act, 1880, the court at the request of the plaintiff proceeded to assess the compensation payable to him under the Act of 1897. Section 1 (4), which authorizes the court so to act, provides that the court "shall be at liberty to deduct from such compensation all the costs which in its judgment have been caused by the plaintiff bringing the action instead of proceeding under the Act"; it contains no other express provision as to costs. In the present case the county court judge not only made no deduction, but ordered the defendants to pay all the costs of the proceedings. It was not, however, shown that the costs had been increased by bringing the action, and the Court of Appeal held that the county court judge had not exceeded his jurisdiction.

Before proceedings in the county court can be taken under the Act, there must be a question as to the liability to pay compensation or as to its amount or duration. Thus, where the employers had admitted liability to pay a certain weekly sum during the incapacity of the workman, a claim by the workman to have that amount of compensation awarded to him cannot be entertained: *Field* v. *Longdon & Sons* (*ante* p. 66). But an award is not necessarily final; where an award has been made of a weekly payment during incapacity, and the workman afterwards dies, a further award may be made, the mode of assessment being different in the cases of incapacity and of death: *O'Keefe* v. *Lovatt* (*ante* p. 67).

The list of cases which has been disposed of did not include any cases under the Workmen's Compensation Act, 1900, which extended the benefits of the Act of 1897 to "workmen in agriculture," and came into operation on the 1st of July last. Several questions of difficulty arise under this Act, and it will probably not be long before its provisions have to be considered by the Court of Appeal. A large majority of the cases of this sittings have been decided in favour of the workmen; the employers were usually the appellants.

It is stated that the total deposits of plans, &c., in connection with private or local Bills in promotion for the ensuing Session of 1902 number 318, consisting of 48 railways, 24 tramways, 72 miscellaneous and 174 provisional orders, including electric lighting. This total compares unfavourably with that of last year, when it was 362, made up of 46 railways, 24 tramways, 93 miscellaneous, and 199 provisional orders.

A marriage was, says the *Daily Mail*, arranged in court on Wednesday at the Maidstone Assizes. A labourer named James Hawkins, who was indicted for attempting to murder a young woman named Alice Young, whose throat he cut in a fit of jealousy, proposed marriage to her directly he entered the witness-box. She accepted him in affectionate terms. A sentence of three months with hard labour was imposed—the lightest, the judge remarked, that he had ever given where a dangerous weapon had been used.

COVENANTS RUNNING WITH THE REVERSION.

II.

We considered last week the manner in which in *Manchester Brewery Co.* v. *Coombs* (1901, 2 Ch. 608) Farwell, J., held that the covenant tying the public-house was binding by reason of the creation of a new tenancy between the plaintiffs, the assignees of the reversion, and the defendant. In this aspect the case was no more than an illustration of a familiar rule, but the other ground upon which the learned judge held the plaintiffs to be entitled to succeed involved a novel and very interesting application of the doctrine of *Walsh* v. *Lonsdale* (*supra*). That doctrine as explained by the subsequent cases of *Swain* v. *Ayres* (36 W. R. 798, 21 Q. B. D. 289) and *Foster* v. *Reeves* (40 W. R. 695; 1892, 2 Q. B. 255) is now well known. It is that, where land is being held under an agreement for a lease of which specific performance would be decreed, the parties shall be treated, for the purpose of any question arising between them in a court having jurisdiction to decree specific performance, as though a lease had been actually executed. Hence in *Walsh* v. *Lonsdale* the power of distress which, had there been no more than the legal tenancy from year to year created by payment of rent, would only have been exercisable for rent in arrear, was exercisable for rent which under the agreement was payable in advance. The lessor, in other words, was put in the full position of legal reversioner upon a term duly created under the provisions of the agreement. The point in the present case was not precisely the same. Under the statute 32 Hen. 8, c. 34, as we have seen, the covenant does not run with the reversion unless there has been a lease under seal. It was a question, therefore, not of saying that the lessor's equity to have an agreement for a lease performed should supply the want of a legal reversion, but that his equity to have a lease executed under seal was equivalent to a lease for the purpose of the statute. And it by no means follows that, because equity can make good the defect in a legal title, it therefore can make good non-compliance with a statutory requisite. It should be noticed that execution of the agreement by the tenant under seal was considered to imply that the lease was to be under seal, though this was not essential to the creation of the agreed tenancy; and, moreover, that *Clayton* v. *Illingworth* (10 Hare 451), which has usually been supposed to establish that specific performance will not be granted of a tenancy from year to year, was held not to be applicable.

In one instance it would seem that *Walsh* v. *Lonsdale* has had the effect of practically overriding a statute. The Real Property Act, 1845, provides that a lease which is required by law to be in writing shall be void at law unless made by deed. But the phrase *void at law* leaves it open for the lease to be good in equity; and it is well settled that it is valid in equity as an agreement for a lease (*Parker* v. *Taswell*, 2 De G. & J. 559), and consequently, within the limits of the rule above stated, it is now good for all purposes. Hence within those limits the statutory provision is abrogated: see *Furness* v. *Bond* (4 Times L. R. 457). But the above result is entirely due to the circumstance that the statute is restricted to making the lease void *at law*. The effect of equity is left untouched, and by virtue of the Judicature Acts equity is allowed to correct, for some purposes at any rate, the invalidity of the lease at law. But it is not clear that equity is equally effectual in overriding a statutory requisite where there is no implied reservation in its favour. The statute 32 Hen. 8, c. 34 requires that for covenants to run with the reversion there must be a lease under seal—that is, of course, an actually existing lease. According to the judgment of Farwell, J., it is sufficient that the parties should be entitled to an order for specific performance under which, if carried into effect, a lease under seal will come into existence. With submission, we should say that so to hold is to carry the principle of *Walsh* v. *Lonsdale* further than the circumstances warrant. Equity may, by virtue of the Judicature Acts, be strong enough to make good a defect in the legal relation of the parties, but it is hardly the same thing to say that it can make good the want of the lease under seal which is the statutory requirement for the enforcement of the plaintiff's rights. The judgment of Farwell, J., is entitled of course to very great weight, but we are not sure that it can be accepted as satisfactorily settling the point at issue.

The matter may be summed up by pointing out exactly what was decided in *Walsh* v. *Lonsdale* and what is necessary in order to support the present decision. In *Walsh* v. *Lonsdale* it was held, as already stated, that the power of distress existed as though it arose by virtue of a regularly-executed lease containing provisions with respect to payment of rent corresponding to those in the agreement. "There is only one court," said Jessel, M.R., "and the equity rules prevail in it. The tenant holds under an agreement for a lease. He holds, therefore, under the same terms in equity as though a lease had been granted, it being a case in which both parties admit that relief is capable of being given by specific performance." This *dictum* naturally excited the idea that the difference between legal and equitable estates was to disappear; but, as Farwell, J., pointed out in the present case, no such effect followed. The limits of the applicability of *Walsh* v. *Lonsdale* are, he observes, really somewhat narrow: "It applies only to a case where there is a contract to transfer a legal title, and an act has to be justified, or an action maintained, by force of the legal title to which such contract relates." In other words, such rights as equity ascribes to the parties under the agreement are not to fail of their full effect at law because they do not happen to be clothed with the legal estate. But to support the present decision, it is not enough for the court to say that the parties have such and such rights under the agreement in equity, and therefore they shall have the corresponding rights which a lease, if executed, would give them. It is necessary to point to the particular "indenture of lease" which must be in existence before the covenants can run with the reversion. For some purposes an imaginary lease may serve. To satisfy the statutory requirement there must be the real article. It is possible that *Walsh* v. *Lonsdale* goes the full length required to support Mr. Justice Farwell's judgment, but the matter is one for argument.

It has been suggested to us that an analogous question of much practical importance arises under compulsory registration in cases where a lessee whose lease is for forty years or more, or for two or more lives, so as to require registration, omits to have it registered. Under rule 59 of the Land Transfer Rules the result is that the lease operates only as an agreement, and does not pass any legal estate to the lessee. And if there is no legal estate in the lessee, neither is there any legal reversion in the lessor to which the covenants can be attached. In point of fact there is in existence a lease under seal, so that 32 Hen. 8, c. 34, is *primâ facie* satisfied. But by virtue of the rule—which has statutory effect—the lease ceases to be effectual for this or any other purpose as a lease, and is reduced to a mere agreement. And assuming that the decision in *Manchester Brewery Co.* v. *Coombs* is correct for the case of an actual agreement which can be followed by performance, it can hardly apply to an instrument metamorphosed into an agreement by statute under which nothing as between lessor and lessee remains to be performed. Specific performance by the court is in such a case out of the question, and *Walsh* v. *Lonsdale* consequently does not apply. To obtain his legal reversion the lessor requires no lease to be executed. That has been already done. What he really requires is to compel the lessee to register his title, and for that purpose it does not seem that any machinery is provided. It may be suggested, however, that, on granting the lease, the lessor may properly require from the lessee an undertaking to register, and such an undertaking could doubtless be enforced.

We have ventured to criticize the application which Mr. Justice Farwell has made of the doctrine of *Walsh* v. *Lonsdale* to the statutory requirement of a lease under seal for the purposes of 32 Hen. 8, c. 34, but we must not be understood as wishing in any way to depreciate the importance of his very interesting and able judgment. According to an editorial note appended to the report, the case is now reported in full "on special representation of its importance to conveyancers." It is fortunate for the profession that this representation was made, and that so instructive a case has been rescued from oblivion.

His Honour Judge Philbrick is stated to be suffering from serious indisposition.

REVIEWS.

BOOKS RECEIVED.

Workmen's Compensation Cases. Being Reports of Cases Decided Under the Workmen's Compensation Act, 1897, Principally taken from the Law Times Reports and the Times Law Reports. Vol. III. By R. M. MINTON-SENHOUSE, Barrister-at-Law. William Clowes & Sons (Limited).

The Law Relating to Workmen's Compensation Under the Workmen's Compensation Acts, 1897 and 1900. With an Appendix containing the Rules, Regulations, and Orders under the Acts, and Forms. By WILLIAM BOWSTEAD, Barrister-at-Law. Sweet & Maxwell (Limited).

CORRESPONDENCE.

THE LAND REGISTRY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A short time since we registered a possessory title to a house in the South of London, and on the return of the lease and assignment we received the usual letter from the Assistant Registrar, enclosing the form of receipt which solicitors are asked to sign and return.

Before returning the receipt we placed upon it the following memorandum:—"The responsibility for the correctness of the certificate rests, of course, with the registry, as we do not accept any responsibility."

In response to this we received a letter from the Assistant Registrar containing an explanation which, so far as we know, has not been published, and which confirms the opinions expressed by Mr. Adams, Mr. McKee, and Mr. Bergh, in your issue of the 23rd of November.

On receipt of this we wrote to Mr. Pollock requesting his consent to the publication of his letter, and having received it, we enclose herewith copies of his two letters for publication in the SOLICITORS' JOURNAL. DALLIMORE & SON.

316, Camberwell New-road, Dec. 2.

The following is the letter referred to:

Land Registry, 3 & 4, Clement's-inn, Strand, W.C.
Title No. 51,474.

Gentlemen,—I have referred to the registrar the note made by you on the receipt for the Land Certificate, &c., in this case, and am directed by him to inform you that he does not admit the correctness of the position you take up, and to ask you to treat this letter as applying to all future cases in which you place a similar note on the receipt for certificates form this office.

At the same time I may point out, as it seems that some misunderstanding has arisen in regard to the receipt, that the form of receipt and printed letter sent you with it are not intended to render the person signing it responsible for anything more than the correctness of the receipt itself as a list of the documents contained on the envelope.—Your obedient servant, HUGH POLLOCK, Assistant Registrar.

Messrs. Dallimore & Son.

[*To the Editor of the Solicitors' Journal.*]

Sir,—We enclose a copy of a correspondence that has passed between ourselves and the Land Registry dealing with a point which is, we consider, of general interest. LEGGATT, RUBINSTEIN, & Co.

5, Raymond-buildings, Gray's-inn, Dec. 3.

The following is the correspondence referred to:

5, Raymond-buildings, Gray's-inn, W.C.,
20th November, 1901.

Title No. 30,958.

Dear Sir,—In July, 1900, our client purchased for £1,200 the lease of the premises registered under the above title. According to the plan on the lease the land has a frontage of 34in. 7ft. to the main road and measures 41ft. 1in. in the rear.

Our client has called our attention to the plan on the land certificate. On this plan the land at the rear measures, according to the scale, only forty feet. The house, being a new one, is not marked on the ordnance map, but the boundaries of the premises have been put on the map in the registry.

We shall be obliged if you will kindly explain why your plan shews our client to be entitled to so much less land than the plan on his lease. At the same time we shall be glad if you will let us know in what way the mistake made can be corrected.—Yours truly,

(Signed) LEGGATT, RUBINSTEIN, & Co.

The Registrar, The Land Registry, Lincoln's-inn-fields, W.C.

Land Registry, 3 and 4, Clement's-inn, Strand, W.C.
23rd November, 1901.

Title No. 30,958.

Gentlemen.—The plan on the land certificate in this case correctly shews the fences as they exist on the ground and in accordance with rule 213 shews general boundaries only.

I delayed answering your letter of the 20th instant till I had had the ordnance map checked on the ground and I did not get the report of the surveyor as to this till this morning.—Your obedient servant,

(Signed) HUGH POLLOCK, Assistant Registrar.

Messrs. Leggatt, Rubinstein & Co., 5, Raymond-buildings, Gray's-inn, W.C.

5, Raymond-buildings, Gray's-inn, W.C.,
25th November, 1901.

Title No. 30,958.

Dear Sir,—We have received your letter of the 23rd instant. In this case the plan on the lease and the verbal description of the property it contains give specifically the measurements of the land. The mere fact that a fence has been erected enclosing a lesser quantity of and is, we submit, no reason why it should appear by your land certificate that our client is only entitled to this lesser quantity.

We note your statement that the plan on the land certificate in accordance with rule 213 shews general boundaries only, but surely even the general boundaries should be substantially accurate. In this case the boundaries on your plan shew our client to possess considerably less land than he is entitled to.

We would ask you to be good enough to reconsider the matter as we still hold that the plan on your certificate should be corrected.—Yours truly, (Signed) LEGGATT, RUBINSTEIN, & Co.

The Registrar, Land Registry, Lincoln's-inn-fields, W.C.

Land Registry, 34, Lincoln's-inn-fields, London, W.C.,
26th November, 1901.

30,958.

Gentlemen,—In reply to your letter of yesterday I have to point out that this case is one of a numerous class in suburban properties lately laid out for building in which the dimensions given in a lease do not agree with the fences as erected on the ground. In such cases it is often a nice question whether under the circumstances the lessee is entitled to what is stated in the lease or only to what is actually enclosed.

As regards registration, our rule is wherever adherence to the exact dimensions given in the deed involves registering the applicant as proprietor of land of which he is not in possession, he is required to obtain the concurrence of the adjoining owner in occupation of the land affected by the claim, and all other persons interested, if any.

I agree with you in considering that the boundaries shewn on our filed plans should be substantially accurate, but the difficulty in these cases is to determine where accuracy lies.

As it appears that the plan was not submitted to you for approval on the registration, we should be prepared if you desire it, to make all necessary alterations, without fee, on the condition stated above as to the concurrence of the adjoining owners.—Yours faithfully,

(Signed) C. F. BRICKDALE, Registrar.

Messrs. Leggatt, Rubinstein, & Co.

5, Raymond-buildings, Gray's-inn, W.C.,
27th November, 1901.

Title No. 30,958.

Dear Sir,—We have received your letter of yesterday's date, and note that in your view that where dimensions given in a lease do not agree with the fences as erected on the ground, it is a nice question whether, under the circumstances, the lessee is entitled to what is stated in the lease, or to what is only actually enclosed. In our opinion, however, there is no "nice question" involved, as a lessee is, we consider, clearly entitled to what is actually demised, and not what happens to be enclosed. It has never yet, so far as we know, been thought that because a lessee only encloses a portion of his land he has no right to the remainder.

We observe that in view of the fact that the plan on the land certificate was not submitted to us for approval on the registration you are prepared to alter the plan without fee if the concurrence of the adjoining owner in occupation of the land and all other persons interested, if any, is obtained. It seems to us, however, that there are practical difficulties in the way of adopting your suggestion. These include (*a*) the tracing of the parties interested; (*b*) inducing them to consent; (*c*) the expense to be incurred in obtaining the consents; (*d*) the proof you will require, assuming the consents are obtained, that all the persons interested have consented.

We shall be pleased if you will let us hear from you how you suggest that these difficulties are to be met.—Yours truly,

(Signed) LEGGATT, RUBINSTEIN, & Co.

C. F. Brickdale, Esq., The Registrar, Land Registry, Lincoln's-inn-fields, W.C.

Land Registry, 34, Lincoln's-inn-fields, W.C.,
28th November, 1901.

Title No. 30,958.

Gentlemen,—I beg to acknowledge the receipt of your letter of yesterday and to say in reply that I have no further suggestion to make, it being a settled rule, for reasons which are obvious, not to register anybody as entitled to land which is in the occupation of another person without that person's consent.

I have already pointed out that your client's possible claim to the land he has not enclosed is fully protected by rule 213.—Your obedient servant, (Signed) C. F. BRICKDALE, Registrar.

Messrs. Leggatt, Rubinstein, & Co., 5, Raymond-buildings, Gray's-inn, W.C.

5, Raymond-buildings, Gray's-inn, W.C.
30th November, 1901.

Title No. 30,958.

Dear Sir,—We have received your letter of the 28th inst., and for which we are obliged.

Your letter suggests that some other person is in possession of our client's land. Will you be good enough to give us the name and address of this person, so that we may communicate with him.

Your suggestion that our client is fully protected by rule 213 appears to us to be in conflict with previous letter, in which you say it is a "nice question" whether our client is or is not entitled to the land not enclosed. You admit that the general boundaries should be substantially correct, but you must also admit that your boundaries are not in this case correct. It does not appear to us, therefore, that rule 213 protects our client.—Yours truly, (Signed) LEGGATT, RUBINSTEIN, & Co.

C. F. Brickdale, Esq., Registrar, Land Registry, Lincoln's-inn-fields, W.C.

34, Lincoln's-inn-fields, London, W.C., 2nd December, 1901.

30,958.

Gentlemen,—In reply to your letter of the 30th of November, I can only refer you again to my letter of the 26th, stating the terms on which we should be prepared to alter the plan.—Yours faithfully, (Signed) C. F. BRICKDALE.

Messrs. Leggatt, Rubinstein, & Co.

ADVOCATES' FEES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your issue of last week a condensed report is given of some remarks of Mr. Justice Grantham, at the Durham Assizes, adversely commenting upon a fee of two guineas paid to a solicitor for defending four prisoners before some bench of magistrates.

I know no more of the facts than appear in your paragraph, but as the learned judge apparently considered the fee an exorbitant one, it will be of professional interest to solicitor-advocates to learn your view as to what is a proper fee to charge in business of this description.

To me it appears the judge quite lost sight of the amount of work and responsibility thrown upon a solicitor who undertakes advocacy, combining, as they do, those of a solicitor and counsel. The preparation of proofs, consideration of the evidence and correspondence, as well as the actual time taken in conducting the case, have to be considered.

Moreover, experience and capability must be considered, and it is the exception to find solicitors who are good advocates. It is only those who have a natural aptitude for advocacy who are successful. Surely, then, solicitors who make their mark in business of this description should be paid for work done in the few courts open for them to practise in, on the same principle as counsel, and if an advocate can command fees of from two to twelve guineas (as I know some can in this county) there is no reason why they should not accept them.—Yours truly, A SOLICITOR-ADVOCATE.

Kent, 2nd Dec.

CASES OF THE WEEK.

Court of Appeal.

THURSTAN v. NOTTINGHAM PERMANENT BENEFIT BUILDING SOCIETY. No. 2. 7th Nov., 2nd Dec.

INFANT—BUILDING SOCIETY—INFANT MEMBER—ADVANCES—MORTGAGE—INFANTS' RELIEF ACT, 1874 (37 & 38 VICT. c. 62)—BUILDING SOCIETIES ACT, 1874 (37 & 38 VICT. c. 42), ss. 13, 38.

This was an appeal from a decision of Joyce, J. (reported 49 W. R. 56, 1901, 1 Ch. 38). The plaintiff, a married woman, while still an infant, applied to become a member of the defendant society. She was duly accepted by them as a member in ignorance of her disability, and it was agreed that a sum of £1,200 should be advanced by them to her to enable her to purchase a piece of land in Nottingham and to build houses upon it, and the loan was to be secured by a mortgage of the land and houses. In pursuance of this agreement, the land was duly purchased by the plaintiff, and conveyed to her by an indenture dated the 21st of July, 1898. On the next day she conveyed it to the defendant society by way of mortgage to secure £1,200 and interest to be repaid at the rate of £10 4s. per month. In the following October, by which time the amount advanced was £1,070, it for the first time became known to the defendants that the plaintiff was an infant, and they thereupon entered into possession and spent £270 in completing the houses begun by the plaintiff. Since then they had remained in possession and had received the rents and profits. Shortly after coming of age the plaintiff brought this action claiming (1) to have the mortgage deed cancelled; (2) to have the title deeds of the property handed over to her, and (3) possession of the property. No charge of fraud or misrepresentation was made by the defendants against the plaintiff. Joyce, J., held that the conveyance of the land to the plaintiff and the mortgage were really one transaction, and that the plaintiff could not repudiate one part of the transaction and take the benefit of the other part. Accordingly he dismissed the action on this ground. The plaintiff appealed. By section 13 of the Building Societies Act, 1874, "Any number of persons may establish a society under this Act . . . for the purpose by the subscriptions of members a stock or fund for making advances to members out of the funds of the society upon security of freehold, copyhold, or leasehold estates by way of mortgage." By section 38, "Any person under the age of twenty-one years may be admitted as a member of any society under this Act, the rules of which do not prohibit such admission; but during his non-age he shall not be competent to vote or hold any office in the society."

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) allowed the appeal in part.

VAUGHAN WILLIAMS, L.J.—I cannot agree with the conclusion at which Joyce, J., has arrived in its entirety. I think the mortgage deed is void and not binding on the plaintiff. It seems clearly to come within section 1 of the Infants' Relief Act, 1874, as being a contract for repayment of money lent; and I cannot regard the purchase of the land and the advance of the money for building as one transaction. The purchase was a transaction between the vendors and Mrs. Thurstan, whereas the transaction of the advance was between Mrs. Thurstan and the building society. The former transaction was voidable, and Mrs. Thurstan has affirmed it. The latter was void so far as the contract to repay is concerned. I think that the advances of money for building stand on a different footing from the money paid by the society for the purchase of the land and the expenses of conveyance. The money advanced for building was simply money lent, and the society has no security except the mortgage, which, in my judgment, is void as a contract for repayment of money lent; whereas in the transaction of purchase the society acted as the agents of Mrs. Thurstan to carry through the purchase for her by paying the purchase-money and obtaining a conveyance to her. In my opinion Mrs. Thurstan could not adopt the acts of her agents and claim to have the title deeds and conveyance handed over to her without paying to the society the money paid by them to obtain the conveyance; and I think that, without any contract to that effect the society have a lien or charge on the title deeds and conveyance for the money which they paid to obtain the property which Mrs. Thurstan now claims. If Mrs. Thurstan adopts the acts done by the society she must discharge the cost and indemnify the society against the same. It follows in my judgment that the plaintiff is entitle to a declaration that the mortgage deed is void and not binding on her, and is entitled to have the same delivered up and cancelled, but is not entitled to have the title deeds given up discharged from any lien or charge of the society unless and until she pays to the society the purchase-money which the society paid for the land. I think, moreover, that the defendants are entitled to have a declaration that they have a lien or charge on the land for the amount of the said purchase-money and expenses, and that, so far as is necessary, the plaintiff is trustee for them of the land conveyed to her. The only other matter with which I have to deal is an argument put forward on behalf of the defendants, that section 38 of the Building Societies Act, 1874, which enables minors to become members of these societies, validates contracts by them to repay moneys which are lent to them by the society. I cannot agree. On this point I take the same view as Joyce, J. The section only validates the contract of membership. Borrowing money is not the necessary consequence of membership. In fact, the majority of members do not borrow of the society. The society can only make advances on the security of land mortgaged, and I think it would be straining section 38 to hold that it authorized an infant to raise money on mortgage of his land.

ROMER, L.J.—The first question is, whether the Building Societies Act of 1874 enables a minor, by becoming a member of a building society, to borrow money by means of advances on mortgage of his property? I do not think it does. Though the Act enables a minor to become a member, it has not in terms authorized his borrowing while under twenty-one years of age, and it is not a necessary part of a member's position that he should have advances or mortgage his property. Many members do not want advances, and many others could not obtain them by reason of their having no sufficient property to give as security. A minor, who cannot legally contract for a loan or mortgage his estates, is in no worse position than the members I have last mentioned. And to hold that the Act has given a minor general power in the shape of advances to borrow and to mortgage his estates would practically, to a great extent, destroy the protection given to infants by the Infants' Relief Act, 1874. A building society is not bound to see to the application of its advances by the members advanced. All it need look to is the sufficiency of the security. If the Building Societies Act authorized any infant to take advances and mortgage his or her estates for the amount advanced, then every infant with an estate might borrow to the extent of that estate merely by joining a building society. I do not think the Building Societies Act has authorized this, or has the effect contended for by the defendants. Now to the extent to which the money advanced by the defendant society went to complete the purchase by the plaintiff, I agree with Joyce, J., in thinking that the plaintiff cannot affirm the purchase and repudiate the advances. But for that advance the vendor would have had a vendor's lien on the estate purchased for the amount, and to that extent I think the defendants can stand in the shoes of the vendor. But beyond this I do not think we can go with the judgment of the court below. To my mind it is impossible to treat the advances which were made subsequent to the completion of the purchase as forming one transaction with the purchase, and I think these advances cannot be treated as binding the plaintiff on the ground adopted by Joyce, J. Nor can the mortgage be held on that ground to bind the plaintiff. Lastly, it was suggested that, inasmuch as the society has a charge on the plaintiff's land for the sum paid on completion of her purchase to the vendor, the plaintiff being obliged to redeem the land from that charge is bound to do equity, and it would not be equity to allow the plaintiff to redeem without paying the moneys subsequently advanced by the society, at any rate to the extent to which the land has benefited by those moneys. But the short answer is that a court of equity cannot say that it is equitable to compel any person to pay moneys in respect of a transaction which as against that person the Legislature has declared to be void.

COZENS-HARDY, L.J., delivered judgment to the same effect.—COUNSEL, *Badcock*, K.C., and *E. Ford*; *Hughes*, K.C., and *Freeman*. SOLICITORS, *Beyfus & Beyfus*; *Peacock & Goddard*, for *Rothera & Son*, Nottingham.

[Reported by J. L. STIRLING, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **MAYOR, &c., OF EASTBOURNE.** No. 1. 28th Nov.

REVENUE—STAMP DUTY—CONVEYANCE ON SALE OF REAL AND PERSONAL PROPERTY—PROPERTY VESTED BY ACT OR PURCHASED UNDER STATUTORY AUTHORITY—FINANCE ACT, 1895 (58 & 59 VICT. c. 16), s. 12.

Appeal from the judgment of the Divisional Court (Kennedy and Phillimore, JJ.) on a special case stated in proceedings by way of information to recover £443 15s. and interest for stamp duty claimed under section 12 of the Finance Act, 1895 (reported in 50 W. R. 59; 1901, 2 K. B. 773). On the 19th of April, 1899, an agreement was entered into between the Eastbourne Electric Light Co. (Limited) and the defendants for the purchase by the latter of the undertaking and property of the electric light company. This agreement was made under the powers of a provisional order granted by the Board of Trade under the Electric Lighting Acts, 1882 to 1888, which was confirmed by section 2 of the Electric Lighting Orders Confirmation (No. 19) Act, 1899. The purchase was completed on the 1st of January, 1900. The consideration for the sale was the payment by the defendants of the sum of £88,749 2s. 9d. to the electric light company of which £37,929 was in respect of goods, wares, and merchandize. The Crown claimed *ad valorem* stamp duty on the whole consideration at the rate of 5s. for every £50. The defendants contended that so much of the consideration—viz., £37,929, as represented personal chattels was not liable to stamp duty. The Divisional Court gave judgment for the Crown. The defendants appealed. By section 12 of the Finance Act, 1895, "Where after the passing of this Act, by virtue of any Act, whether passed before or after this Act, either (*a*) any property is vested by way of sale in any person, or (*b*) any person is authorized to purchase property, such person shall . . . produce to the Commissioners of Inland Revenue a copy of the Act . . . or some instrument relating to the vesting in the first case, and an instrument of conveyance of the property in the other case, duly stamped with the *ad valorem* duty payable upon a conveyance on sale of the property . . ."

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) dismissed the appeal, holding that the word "property" in section 12 meant ascertained property, whether real or personal, which was specifically vested by some Act in the purchaser or which the vendor had power to purchase under some Act. The *ad valorem* stamp duty was therefore payable upon the whole consideration, in respect both of the realty and of the personalty.—COUNSEL, *Danckwerts*, K.C., and *Macoun*; *Sir Edward Carson*, S.G., and *S. A. T. Rowlatt*. SOLICITORS, *Sharpe, Parker, Pritchards, Barham, & Lawford*, for *H. W. Fovargue*, Eastbourne; *Solicitor of Inland Revenue*.

[Reported by W. F. BARRY, Barrister-at-Law.]

ATTORNEY-GENERAL *v.* **EARL OF SELBORNE.** No. 1. 22nd and 27th Nov.

REVENUE—SUCCESSION DUTY—ACCELERATION OF SUCCESSION—POWER OF APPOINTMENT—EXTINCTION OF PRIOR INTERESTS—FINANCE ACT, 1894 (57 & 58 VICT. c. 30), s. 18—SUCCESSION DUTY ACT, 1853 (16 & 17 VICT. c. 51), ss. 2, 15.

This was an appeal by the Earl of Selborne against a claim by the Crown for succession duty under circumstances that fully appear from the judgment of the court. The question came before a Divisional Court consisting of Kennedy and Phillimore, JJ. The learned judges differed, Kennedy, J., holding in favour of the Crown, while Phillimore, J. (who withdrew his judgment), thought the claim of the Crown could not be supported. From the decision of Kennedy, J., the Earl of Selborne appealed, and on his behalf counsel contended that the only section of the Acts of 1853 which could make succession duty payable was section 15, which provided that "where the title to any succession shall be accelerated by the surrender or extinction of any prior interests, then succession duty thereon shall be payable at the same time and in the same manner as succession duty would be payable if no succession had taken place." For that section to apply there must be a surrender or extinction of the prior interest, and there must be acceleration of the title of the successor. Neither had taken place in this case, and therefore duty was not payable. The Act had not provided for this case, and it was not touched by any of the sections in the various Acts relied on by the Crown: *Re Warner's Settled Estates* (17 Ch. D. 711). This case differed from *Ex parte Sitwell* (21 Q. B. D. 466), which was in favour of the Crown's contention. In support of the judgment appealed from, the Crown submitted that duty of 1½ per cent. was payable. The effect of the settlement of 1883 was to create a succession under section 2 of the Act or 1853, which succession had been accelerated within the meaning of section 15 of that Act. Nothing that the parties could do would wipe out the liability to duty, and in the present case all that had been done by the tenant for life was to surrender to the reversioner. *Beech* v. *Attorney-General* (15 Times L. R. 85) was referred to. *Cur. adv. vult.*

Nov. 27.—COLLINS, M.R., in the course of his considered judgment, said: The facts of this case raised a question whether the present Earl of Selborne was liable to pay succession duty in respect of an estate called the Blackmoor estate, comprised in a deed of the 26th of October, 1883, and afterwards dealt with by another indenture of the 29th of September, 1894. The learned judges in the court below differed, Kennedy, J., holding that the duty was payable, Phillimore, J., that it was not. Phillimore, J., as the junior judge, withdrew his dissenting judgment, and the appeal was now brought by Earl Selborne. The question arose in this way: By the indenture above referred to of October, 1883, and made in view of the marriage of the now Earl of Selborne, then Viscount Wolmer, with Lady Margaret Cecil, the first Earl of Selborne conveyed this estate to certain trustees to hold the same on such trusts as the first earl and Viscount Wolmer should jointly appoint, such appointment during the joint lives of Viscount Wolmer and Lady M. Cecil to be subject to her consent in writing, and in default of and until such appointment to the use of the first earl for life, and after his decease to the use of the appellant in fee. By an indenture of September, 1894, in exercise of the above power of appointment, the Earl of Selborne and Viscount Wolmer jointly appointed the estate (except the capital mansion and certain other lands) to the present earl in fee. It was contended by the Crown that, under these circumstances, the present earl was liable to pay succession duty. They contended that, under section 2 of the Succession Duty Act, 1853, a succession was created by the settlement of 1883 in Lord Wolmer upon the death of his father, the first Earl of Selborne, and that, under section 15 of the same Act the title to that succession was "accelerated by the surrender or extinction of prior interests" as a result of the execution of the power. The Crown, therefore, had to shew that that was the effect of the execution of the power, and unless they could do this they failed. The law as to estates created by the execution of a power was fully stated in Sugden on Powers (8th ed.), pp. 470, 479. Now, the execution of the power no doubt extinguished the life interest of the first Lord Selborne under the settlement, but it equally extinguished the succession under the disposition, and the estate given to Lord Wolmer by the execution of the power was not only an estate given by a different title—namely, under the power and not under the settlement in default of appointment—but was also in itself a different interest, for whereas under the settlement Lord Wolmer took only a fee subject to defeasance on his predeceasing his father, and with certain limitations over to his children in that event, he took under the appointment an absolute fee simple. It was clear, therefore, that the Crown failed to bring this case within the words of the Succession Duty Act. The Crown contended, however, that the words must not be construed strictly, but that a popular and non-technical meaning must be given to them, and they said that there had in substance been an acceleration of a succession, inasmuch as before the execution of the power Lord Wolmer had only a remainder after a life interest, and upon the execution of the power became settled in fee. They argued further that a succession was created by the settlement, and that it was not competent for Lord Wolmer to defeat it so as to avoid paying duty by executing a power in favour of himself. On the question of the rule of construction to be applied to the statute he referred to the judgment of Lord Cairns in *Partington* v. *Attorney-General* (L. R. 4 H. L. at p. 122) as important. Then as to Lord Wolmer being a party to destroying the succession by an appointment, on the authorities cited during the argument, he thought the Crown failed on this contention also. For these reasons he thought the appeal must be allowed.

STIRLING and MATHEW, L.JJ., gave judgment to the same effect. Appeal allowed with costs.—COUNSEL, *Butcher*, K.C., *Austen Cartmell*, and *Bridgman*; *Sir R. B. Finlay*, A.G., and *Vaughan Hawkins*. SOLICITORS, *Longbourne, Stevens, & Powell*; *Solicitor of Inland Revenue*.

[Reported by ERSKINE REID, Barrister-at-Law.]

HAMILTON-RUSSELL *v.* **COMMISSIONERS OF INLAND REVENUE.** No. 1. 28th and 29th Nov.

INLAND REVENUE—STAMP DUTY—SETTLEMENT—INSTRUMENT OF APPOINTMENT—STAMP ACT, 1891 (54 & 55 VICT. c. 39), s. 6, SUB-SECTIONS 1, 2; FIRST SCHEDULE, "SETTLEMENT"—EXEMPTION.

Appeal from the decision of the Divisional Court (Kennedy and Phillimore, JJ.) (49 W. R. 569) on a case stated by Commissioners of Inland Revenue. By a deed of settlement dated the 28th of June, 1895, made between Viscount Boyne of the one part and certain trustees of the other part, the settlor granted to the trustees certain funds, and by another deed of settlement dated the 12th of December, 1896, certain other funds upon trust for his five children in equal portions, but so, nevertheless, that the one-fifth share of each such child should be held by the trustees upon trust to pay the income thereof to such child during his or her life, and after his or her death upon trust for such one or more of the others as such child should by will appoint, and in default of appointment for the other children in equal shares. The settlements contained the following proviso: "Provided always that it shall be lawful for the trustees . . . in their . . . absolute discretion, at the request of any of the said five children, either in contemplation of marriage or subsequently to marriage, to revoke the trusts hereinbefore declared concerning such child's settled share, and by way of resettlement to declare such new or other trusts of and concerning the same as the trustees . . . may think fit for the benefit of all or any to the exclusion of the others or other of the following persons—namely, such child, or any wife or husband of such child, or such child's children or remoter issue, or the next-of-kin of such child, but not in favour of any other person or persons, and on any such resettlement such child's settled share may be transferred to trustees appointed by an such resettlement." These deeds were stamped with *ad valorem* duty as settlements. By two deeds of revocation, both dated the 10th of April, 1899, and made between the trustees of the aforesaid settlements of the one part, the Hon. C. E Hamilton-Russell, the appellant, of the second part, and certain persons therein called the marriage settlement trustees of the third part, after reciting that a marriage was intended to be solemnized between the appellant and Maria Lindsay Wood, and that it had been agreed that the one-fifth share of the appellant of and in the trust funds comprised in the settlements of 1895 and 1896, respectively, should be settled in manner thereafter appearing, it was witnessed that, at the request of the appellant, the trustees of the settlements of 1895 and 1896 thereby revoked the trusts

of those settlements concerning the one-fifth share of the appellant, and by way of re-settlement declared that the one-fifth share should from and after the solemnization of the intended marriage be held upon trust to pay the income to the appellant for life, and after his decease to pay or transfer, at such time and in such manner as was thereinafter agreed and declared, the capital of the said one-fifth share to the trustees of a deed of even date, being the settlement to be made in contemplation of the intended marriage, to be held by those trustees upon the trusts and subject to the powers and provisions declared and contained concerning the same in the said marriage settlement. Each of the two deeds of revocation was stamped with a duty of 10s. By the marriage settlement, a deed of even date with the two last-mentioned deeds, and made between the appellant of the first part, Maria Lindsay Wood of the second part, Sir Lindsay Wood, Bart., of the third part, and certain trustees of the fourth part, it was provided, *inter alia*, that after the death of the appellant the trustees of the settlement should stand possessed of his share of the funds comprised in the settlements of the 28th of June, 1895, and the 12th of December, 1896, upon the trusts of the settlement, which were, as regards the husband's fund, to pay the income to the intended wife during her life, and after her death upon trust for the children or remoter issue of the intended marriage as the intending husband and wife jointly, or the survivor of them, should appoint, and in default of appointment in trust for the children in equal shares. The commissioners were of opinion that *ad valorem* duty was payable upon the marriage settlement under the head "Settlement" in Schedule I. to the Stamp Act, 1891, upon the amount or value of all the property thereby settled, but the appellant did not admit that this duty was payable upon the husband's trust fund, and contended that he was exempt under the said schedule, and that the husband's trust fund was only chargeable with the fixed duty of ten shillings. The Divisional Court found in favour of the Crown, and held that the settlement was not exempt either under the exemption under the heading "Settlement" in the schedule to the Stamp Act, 1891, or under section 106, sub-sections 1 or 2, of the Act. Schedule I. to the Stamp Act, 1891, contains the following: "Settlement.—Any instrument, whether voluntary or upon any good or valuable consideration other than a *bonâ fide* pecuniary consideration, whereby any definite and certain principal sum of money . . . or any definite and certain amount of stock or any security, is settled or agreed to be settled in any manner whatsoever: for every £100, and also for any fractional part of £100, of the amount or value of the property settled or agreed to be settled—5s. Exemption.—Instrument of appointment relating to any property in favour of persons specially named or described as the objects of a power of appointment where duty has been duly paid in respect of the same property upon the settlement creating the power or the grant of representation of any will or testamentary instrument creating the power."

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) confirmed the decision of the Divisional Court.

COLLINS, M.R., in giving judgment, said: It had been argued that this marriage settlement fell within the exemption in the schedule as being an instrument in favour of persons specially named as the objects of a power of appointment. In his (the learned judge's) opinion the marriage settlement was not an appointment at all, for the donees of the power of appointment were not parties to it. The appointment had, in fact, been effected by the deeds of revocation. The marriage settlement was itself an instrument which came within the language of the Stamp Act, 1891, in the definition of "settlement," and it could not be treated like something not an instrument to which reference might be made in a deed for the purpose of ascertaining the terms of the appointment. It had also been argued that the instrument was exempt from duty by virtue of section 106 of the Stamp Act, 1891, which provides that "where several instruments are executed for effecting the settlement of the same property, and the *ad valorem* duty chargeable in respect of settlement of the property exceeds 10s., one only of the instruments is to be charged with the *ad valorem* duty." In his opinion that section did not apply here. That section only had reference to a set of instruments to take effect at the same time, and not to a settlement effected by a series of instruments executed over a period of time. The decision of the Divisional Court was therefore right, and the appeal should be dismissed.

STIRLING and MATHEW, L.JJ., delivered judgments to the same effect. Appeal dismissed.—COUNSEL, *Ingpen*, K.C., and *Dunham*; *Sir R. B. Finlay*, A.G., and *Rowlatt*. SOLICITORS, *Tarry, Sherlock, & King*; *Solicitor of Inland Revenue*.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Re **FAULDER'S TRADE-MARK.** No. 2. 30th Nov.

TRADE-MARK—MOTION TO RECTIFY—WORD, WHETHER DISTINCTIVE—PATENTS, &C., ACT, 1883, ss. 64, 73, 74.

This was an appeal from the decision of Kekewich, J., of the 7th of December, 1900. In 1886 a firm of jam manufacturers registered a trade-mark in Class 42 for preserves consisting of their signature and the word "Silverpan." In March, 1899, the company of Faulder & Co. (Limited) were incorporated. In August, 1900, the company commenced an action against O. & G. Rushton (Limited) claiming an injunction to restrain the defendants from infringing the trade-mark and from using the word "Silverpan." On the 5th of September an interlocutory injunction was granted, restraining the use of the word "Silverpan." On the 31st of October O. & G. Rushton (Limited) gave notice of motion for an order that the Register of Trade-Marks might be rectified by the removal of the trade-mark or by adding to the entry therein of the mark a disclaimer of any right on the part of the registered proprietor of the mark to the exclusive use of part of the mark—that was to say, the word "Silverpan." It was contended that the word "Silverpan" was a distinctive word common to the trade within section 74, or a word which would by reason of its being calculated to deceive or otherwise be deemed disentitled to protection within section 73 of the Patents, &c., Act, 1883. The respondents stated that they did not claim by virtue of the registration the exclusive use of the word. Kekewich, J., held that the word "Silverpan" was not a distinctive word within the meaning of section 74, and was not calculated to deceive or otherwise disentitled to protection, and therefore refused the motion with costs. From this decision O. & G. Rushton (Limited) appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J., said the question was whether the word "Silverpan" was distinctive and ought therefore to be disclaimed. What was the meaning of the word distinctive in section 74? The respondents did not quarrel with the case of *Burland* v. *Broxburn Oil Co.* (42 Ch. D. 274), where the meaning given to the word "distinctive" was "*primâ facie* distinctive." The question therefore in the present case was whether the word "Silverpan" was *primâ facie* distinctive. In his lordship's opinion it was. The word "Silverpan" was made by putting together two common words, and was *primâ facie* distinctive. His lordship did not think it necessary to go through all the cases cited, but he would mention two—namely, *Re Smokeless Powder Co.'s Trade-Mark* (1892, 1 Ch. 590) and *Re Clement's Trade-Mark* (1900, 1 Ch. 114), as more or less governing the present case. The word "Silverpan" as used in the advertisement was distinctive and therefore there must be a disclaimer.

ROMER and COZENS-HARDY, L.JJ. concurred.—COUNSEL, *Moulton*, K.C., and *A. J. Walter*; *R. J. Parker*; *Warrington*, K.C., and *Sebastian*. SOLICITORS, *Rowcliffe, Rawle, & Co.*, for *J. Wall*, Wigan; *Robinson & Bradley*, for *Brown & Co.*, Stockport.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—Chancery Division.

Re **EBENEZER TIMMINS & SONS (LIM.).** Buckley, J. 25th Oct. and 28th Nov.

COMPANY—SUBSCRIBER TO MEMORANDUM OF ASSOCIATION—AGREEMENT OF SALE TO COMPANY FOR SHARES ISSUED AS FULLY PAID—APPLICATION TO REGISTER AGREEMENT SUBSEQUENTLY—COMPANIES ACT, 1867 (30 & 31 VICT. C. 131), s. 25—COMPANIES ACT, 1898 (61 & 62 VICT. C. 26), s. 1.

Motion. This was a motion by certain shareholders in the above company for an order to enable the applicants to file a memorandum under section 1 of the Companies Act, 1898, protecting certain shares as fully paid. One Ebenezer Timmins by his will devised and bequeathed his business premises and business to two of his sons, upon trust to transfer the property to a joint stock company to be formed of his seven children, to each of whom (in the events which happened) a specified number of shares, making in the aggregate 750, were to be allotted and were to be fully-paid shares. At his death each child became entitled to these shares absolutely. After the testator's death the company was formed, and on the 3rd of March, 1893, was incorporated. Each child signed the memorandum of association for the shares to which he or she was entitled as above. The nominal capital of the company was 1,000 shares. Further shares to the number of 118 were issued and paid for in cash, making 868 in all, leaving a balance of 132. On the 4th of March, 1893, an agreement was executed, to which the seven children and the company were parties, for the sale of the property to the company. This agreement recited the will, and provided for the allotment of the above-mentioned numbers of shares to the seven children respectively, and that they should be fully-paid shares, and should be allotted on execution of the trusts of the will. The seal of the company was affixed the same day. On the 23rd of March the agreement was duly filed under the Companies Acts. On the 15th of April it was resolved that shares be allotted to the seven children to the above numbers, and that share certificates be sealed and signed and issued to them; and this was done. The object of the present application was to file a memorandum stating that the 750 fully-paid shares were issued to the signatories to the memorandum of association in part satisfaction of the consideration for the assignment of the business mentioned in the agreement of the 4th of March, 1893.

BUCKLEY, J.—To the extent to which the company had, on the 15th of April, shares available for allotment, the allotment as fully-paid shares pursuant to the agreement was properly protected by a registered contract. Upon the facts I am satisfied that the shares referred to in the agreement and allotted on the 15th of April are identified with, in the sense that they were meant to be the same as, those for which the memorandum of association was subscribed. But this does not in my judgment enable me to make the order asked for. To say that the parties intended that they should be the same shares is one thing and to say that they legally contracted that they should be the same is another. They could not so contract. When the memorandum of association was signed, and the company was registered, there was at once a contract to take and pay. The sale agreement was not yet in existence, and there could not legally be a contract to satisfy the one contract arising upon registration of the company by rights to arise under another contract intended to be entered into with the company after it was registered. Since the decision of the Court of Appeal in *Dalton Time Lock Co.* v. *Dalton* (66 L. T. 704) it must be taken as settled that the shares for which the children subscribed the memorandum of association were for all purposes material to the present application issued on the day on which that memorandum was registered, and that the subscribers then came under liability to pay for those shares in cash. It was not competent to them subsequently, in 1893, to contract that these

shares should be paid for in some other way, or should be superseded and replaced by other shares to be issued under an agreement subsequently executed and registered. It is, in my judgment, made out by this memorandum of association, and article 3 of the articles, and the draft agreement thereby identified, that the parties did intend that the shares for which they subscribed the memorandum should be paid for in the manner provided by the agreement; but inasmuch as they could not, as the law then stood, enter into such a contract, the matter is not thereby advanced. The case is governed by *Re Jarvis & Co.* (47 W. R. 186; 1899, 1 Ch. 193), which was followed by *Re Archibald D. Dawnay (Limited)* (W. N. 1900, 152). As regards the decision of Cozens-Hardy, J., in *Re Whitehead & Brothers* (48 W. R. 585; 1900, 1 Ch. 804), I need only say that in my judgment that decision does not govern the present case. For here the total number of shares is not (as it was there) exhausted by the 750 shares in question, and the 118 shares otherwise issued. To the extent of the balance of 132 shares at least there remained and remain in the present case shares capable of being allotted under the memorandum of association. This application cannot be used for the purpose of evoking a decision as to what, if any, liability there is in respect of the subscription of the memorandum of association. I refuse the motion, and I do so with the less reluctance by reason of the fact that section 33 of the Companies Act, 1900, has now repealed section 25 of the Companies Act, 1867, and has provided that no proceedings under section 25 shall be commenced after the commencement of that Act. This section might become of importance where it was sought to enforce liability under the subscription of the memorandum of association. Motion refused.—Counsel, *Stewart Smith*. Solicitors, *W. W. Wynne & Sons*, for *Joseph Burton*, Runcorn.

[Reported by Neville Tebbutt, Barrister-at-Law.]

WHITE *v.* **HARROW. HARROW** *v.* **MARYLEBONE DISTRICT PROPERTY CO.** Joyce, J. 29th Nov.

Action for Injunction to Restrain the Defendant from Prosecuting Another Action—Judicature Act, s. 24.

This was a motion in the above-named actions to restrain the defendant from continuing his action of *Harrow* v. *The Marylebone District Property Co. (Limited)*. By a lease dated the 20th of September, 1894, certain premises known as No. 24, High-street, Marylebone, were let by the trustees of the Portland Estates to the plaintiff Edward White. The lease contained, amongst others, the following covenant: That "the lessee, his executors, administrators, and assigns, would not object to any works to adjoining premises that might be sanctioned by or on behalf of the said trustees or trustee or other the person or persons for the time being entitled in reversion to the said estates; and would not claim any easement against the said person or persons entitled in reversion as aforesaid in, over, or upon any adjoining or neighbouring premises belonging to the said person or persons by reason of any act or thing done or suffered by any tenant of such adjoining or neighbouring premises, and that, notwithstanding any actual or constructive notice of such act or thing to the said person or persons." By a lease dated the 3rd of August, 1899, the plaintiff sublet the said premises to the defendant Harrow, and included in the lease the covenant set out above. The Marylebone District Property Co. acquired from the trustees a lease of certain property abutting upon the premises let as above stated to the defendant Harrow, and proposed to erect thereon certain buildings which the defendant asserted would prove an obstruction to his ancient lights. He thereupon commenced the action of *Harrow* v. *The Marylebone District Property Co.* to assert his rights. The plaintiff White was not a party to that action, but was a director of the Marylebone Co., and commenced the action of *White* v. *Harrow* in order to obtain an injunction to restrain the defendant Harrow from objecting to the buildings then being erected by the Marylebone Co., and from claiming any easement of light over the proposed buildings. The plans of the proposed new buildings had been examined and sanctioned by the trustees of the Portland estate. It was admitted for the purposes of this motion that the proposed buildings would interfere with the defendant Harrow's lights. The plaintiff relied upon the covenant contained in the lease and upon section 24 of the Judicature Act. The plaintiff, during the hearing of the motion, asked and obtained leave to amend their pleadings by entitling his notice of motion in the action of *Harrow* v. *The Marylebone Co.* as well as in the action of *White* v. *Harrow*.

Joyce, J.—This case is curious. The lessee of 24, High-street, Marylebone, commenced an action on the 31st of October against the Marylebone District Property Co. in order to restrain them from causing an injury to his right of light. For the purposes of this motion it was admitted that the proposed buildings would interfere to some extent, at least, with the light, but I am not at all sure that the interference can be of a serious nature. It now appears that the plaintiff in that action held by an underlease from White containing the covenant in question. No doubt the covenant is not quite happily expressed. For the defendant it is urged that the covenant operates as a derogation from the grant. I do not see it in that light. It was rather a limitation of the grant; and the covenant for quiet enjoyment does not affect it. That being so, how would the case have stood before the Judicature Act? To institute an action to restrain works is to "object" to them in a very forcible manner. Before the Act the plaintiff would have been entitled to an injunction to restrain the action, and that being so, having regard to section 24 of the Judicature Act, I think the plaintiff is entitled to have the proceedings in *Harrow* v. *The Marylebone District Property Co.* stayed, but the costs payable by the defendant shall be limited to such costs as he would have had to pay if the motion had been only in that action.—Counsel, *Hughes*, K.C., and *Wace*; *Younger*, K.C., and *Edward Ford*. Solicitors, *Samuel Lithgow*; *Cooper & Bake*.

Reported by H. Claughton Scott, Barrister-at-Law.]

POISSON AND WOODS *v.* **ROBERTSON AND TURVEY.** Joyce, J. 23rd and 26th Nov.

Secret Remedy—Recipe—Joint Owners—Right of One Joint Owner to Inspect Secret Recipe in the Hands of Another Joint Owner.

This was a motion by the plaintiff in the action that he might be at liberty to inspect (and take copies of) the original *recipe* for the manufacture of the secret specific or remedy known as "Tacquaru" then in the possession of the defendant Turvey. Upon the hearing of the action in July last Kekewich, J., held that an agreement dated in March, 1896, and made between one Edwards, the former owner of "Tacquaru," and the defendant Robertson, amounted to an agreement of partnership between them. Robertson was to act as managing partner and was entitled to one-half of the profits. By a number of subsequent assignments the property became vested as to two-eighths in the plaintiff Woods (who by the terms of his assignment was admitted to have no right to inspect the *recipe*), as to three-eighths in the plaintiff Poisson, and as to three-eighths in the defendant Turvey. But his lordship held that no partnership existed between the plaintiff Poisson and the defendant Turvey, and that consequently Poisson was not entitled to an account in respect of the business carried on by Turvey in the manufacture and sale of the remedy. Both Poisson and Turvey were entitled to make and sell the remedy for his own profit, but his lordship gave no decision upon the plaintiff's claim in the action that he was entitled to inspect and take a copy of the *recipe*. Liberty was given to apply. Both the plaintiff Poisson and the defendant Turvey derived their interests under the defendant Robertson. The assignment to Poisson was first in date, but he did not obtain a copy, or any knowledge of, the secret *recipe*. Upon the assignment to Turvey, Robertson handed over to him the original piece of paper upon which the *recipe* was written; but it was in evidence that the paper having become much worn by use, Turvey had destroyed the original after he had taken a copy. This motion in the action was brought on under the liberty to apply.

Joyce, J.—This is a most extraordinary case, and I regret that I do not see my way to make the order asked for. My present impression is that the plaintiff could only succeed by shewing that he had some property, legal or equitable, in the piece of paper upon which the *recipe* was written, or some contract express or implied for the production of it. It is not like the case of a title deed or copyright. Under the assignments prior to one in July, 1897, Poisson and Woods had shares in what was called the secret remedy, but only under documents which provided that they should not know the secret. It was only under the document of that date that Poisson became entitled to know the secret. The truth is that Poisson ought not to have paid his money until he had seen the document, or he should have had inserted a covenant for its production. Robertson affected to assign the whole remedy to Turvey, who took without notice. Then at the trial of the action Poisson asked by his pleadings for an order for the delivery of the *recipe* to him, and by amendment for an order that Turvey should shew it to him. Notwithstanding that the judgment gave no such relief, but merely a declaration as to the interests of the parties in the remedy. So the plaintiffs are in a difficult position in coming to ask the court now for a remedy which he failed to obtain then. For these reasons I do not see my way to make a positive order on Turvey to shew the paper. This is, however, without prejudice to any subsequent application.—Counsel, *Wright Taylor*; *Hughes*, K.C., and *Harman*. Solicitors, *Maurice Mossley*; *J. A. Maxwell*.

Reported by H. Claughton Scott, Barrister-at-Law.]

High Court—King's Bench Division.

BIGGAR (Claimant) *v.* **ROCK LIFE ASSURANCE CO.** (Respondents). Wright, J. 27th Nov.

Insurance—Accident—Principal and Agent—Misstatement in Proposal.

Special case stated by an arbitrator raising the question whether the company were liable under a policy of insurance for £500 which they were alleged to have issued to the plaintiff. The case set out the following facts: In February, 1900, the company issued to the claimant a policy against accidents for £500. The proposal form had been filled up by an agent and canvasser of the company, named Cooper, and signed by the claimant. Subsequently the claimant lost the sight of an eye by the bursting of a mineral-water bottle, and when he applied to the company for payment of the £500, they resisted the claim on the ground that the proposal on which the policy was granted contained false statements, and that there had been material concealments. Cooper had previously acted as agent of the Law Accident Co., and the fact that he had previously effected a policy with the Law Accident Co. for the claimant, was not divulged to the defendant company. The claimant's claim was referred to arbitration, and the evidence taken by the arbitrator went to shew that the claimant was playing a game of billiards at the time Cooper filled up the proposal form which was forwarded to the company, and the claimant signed it without reading over its contents. The policy contained the usual proviso that misrepresentation or concealment by or on behalf of the assured should render the policy void. The arbitrator found that Cooper did not ask the claimant the necessary questions, and that he did not know that Cooper had answered any questions inaccurately. He further found that Cooper had made the answers hurriedly while playing billiards, or that he had filled them in falsely to prevent the company from refusing the proposed insurance. If in the opinion of the court the false statements contained in the proposal afforded upon the facts stated no defence in law to the company, then the arbitrator awarded that the company should pay the

claimant £500 and the costs of the arbitration and of the award. If the court held otherwise, then his award was that nothing was due to the claimant, and that he should pay the respondents' costs. For the claimant it was submitted that as Cooper was the agent of the insurance company the company could not rely upon his fraud as a defence: *Bawden* v. *London, Edinburgh, and Glasgow Assurance Co.* (1892, 2 Q. B. 534), *Re Universal Fire Insurance Co.* (L. R. 19 Eq. 485). For the respondents it was sought to shew that Cooper was only agent for the purpose of getting the proposal signed. If he did more and filled up the proposal form he did so as agent for the proposer. The claimant falsely and knowingly signed the declaration that "no company has ever declined to assure me nor to renew my policy." *New York Life Insurance Co.* v. *Fletcher* (117 U. S. Rep. 519) and *Levy* v. *Scottish Employers' Insurance Co.* (17 Times L. R. 229) were cited.

WRIGHT, J., held that the answer to the question asked by the arbitrator must be that the false statements contained in the proposal constituted a defence to the company, and judgment was accordingly entered for the respondents.—COUNSEL, *Ernest Pollock; Pickford*, K.C., and *C. Herbert Smith*. SOLICITORS, *Sharpe, Parker, & Co.; Kendall, Price, & Francis*.

[Reported by ERSKINE REID, Barrister-at-Law.]

REX *v.* **MAYOR AND CORPORATION OF STEPNEY.** Div. Court. 21st and 22nd Nov.

COMPENSATION FOR LOSS OF OFFICE—LONDON GOVERNMENT ACT, 1899, s. 30—PRACTICE OF TREASURY—MANDAMUS—ALTERNATIVE REMEDY.

This was a rule *nisi* for a *mandamus* by Mr. Jutsum, who had been for many years town clerk of Stepney, calling on the corporation to assess the compensation due to him on the abolition of his office. By section 30 of the London Government Act of 1899, incorporating section 120 of the Local Government Act, 1888, if any office was abolished compensation was to be paid, such compensation not to exceed the amount laid down in the Rules of the Treasury for the Civil Service. An appeal to the Treasury from the decision of the council lay within three months. The council were directed to take all the circumstances in fixing the amount to be paid. The council ascertained from the Treasury that in fixing the amount to be paid as compensation for loss of office, it was the practice to deduct 25 per cent. in cases where the officer's time was not fully employed. The council accordingly fixed the compensation to be paid by them on this footing. Mr. Jutsum protested and obtained a rule *nisi* on the ground that the council had not exercised their discretion. Counsel shewed cause against the rule and contended, firstly, that the council had properly exercised their discretion as laid down by the Act, and that if Mr. Jutsum was not satisfied he should have appealed to the Treasury; secondly, that the case fell within the rule laid down in *Peebles* v. *The Oswaldtwistle Urban Council* (45 W. R. 454; 1897, 1 Q. B. 688), that where a new obligation has been imposed by Act and a remedy provided, that remedy is the only one. They also cited *Re Nathan* (12 Q. B. D. 461). Counsel in support of the rule contended that the Act had provided that the council should consider the matter, and after taking all matters into consideration assess the compensation, and as they had not done this, but merely followed the practice of the Treasury, a *mandamus* lay to compel them to perform their duty. They cited *R.* v. *Marsham* (1892, 1 Q. B. 371) and *R.* v. *Vestry of St. Pancras* (38 W. R. 311, 24 Q. B. D. 371).

THE COURT (LORD ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) made the rule *nisi* absolute.

LORD ALVERSTONE, C.J., said that in his opinion the council were mistaken in holding that the Treasury rules were binding on them. It was well established that if an inferior court does not entertain a case, a *mandamus* will be granted to compel it to act, and it was also established that a *mandamus* did not lie in cases where an equally convenient alternative remedy existed. The remedy of appeal to the Treasury was not in his opinion equally convenient. If the council had really exercised their discretion the *mandamus* would not have lain, but as they merely followed the practice laid down by the Treasury, and the applicant's case had not been considered by the corporation, which was in the position of knowing all the facts, it must go.

DARLING and CHANNELL, JJ., concurred. Rule *nisi* made absolute.—COUNSEL, *Boydell Houghton; Courthope-Munroe* and *Leese*. SOLICITORS, *Jutsum & Jones; Edward Betteley*.

Reported by C. G. WILBRAHAM, Barrister-at-Law.]

In the Matter of **JOHN RANKIN (MAYOR OF THE BOROUGH OF NEWBURY, BERKS)** and *In the Matter of* **THE MUNICIPAL CORPORATIONS ACT, 1882.** Div. Court. 3rd Dec.

ELECTION, MUNICIPAL—TOWN COUNCILLOR—EQUALITY OF VOTES—CASTING VOTE REFUSED—VACANCY UNFILLED—MANDAMUS.

Motion for a rule absolute for a *mandamus* directed to the returning officer of the north ward of the borough of Newbury, commanding him to hold an election to fill a vacancy for the office of town councillor which occurred on the 20th of January last by the death of Councillor Adams. An election to fill the vacancy was held on the 24th of February, and it resulted in an equality of votes. The returning officer, under such circumstances, had a casting vote, but he declined to give one, and ever since the office had been unfilled. The delay in making the present application arose from the fact that no notice had been given as required by statute by any burgess of the ward asking the mayor to take steps to have the vacancy filled.

THE COURT (LORD ALVERSTONE, C.J., and DARLING, J.), having ascertained that the application was made by consent, granted a rule absolute for a *mandamus*, the election to be held on the 31st of December next.—COUNSEL, *Maskarnese*. SOLICITORS, *Park Nelson & Co.*, for *F. Queckett Leach*, Newbury.

[Reported by ERSKINE REID, Barrister-at-Law.]

Solicitors' Cases.

Re **A SOLICITOR.** C. A. No 1. 27th Nov.

SOLICITOR—PRACTISING CERTIFICATE—REGISTRAR OF SOLICITORS—DISCRETION TO REFUSE CERTIFICATE—SOLICITORS ACT, 1843, ss. 23, 24.

This was an appeal by a solicitor from a decision of a Divisional Court (Lord Alverstone, C.J., and Darling and Channell, JJ.) refusing to order the Incorporated Law Society, as the Registrar of Solicitors, to issue to him an annual practising certificate. The appellant was admitted a solicitor in 1871, and since that time he had until this year taken out continuously his practising certificate. He was still on the roll of solicitors, and no application had ever been made for his removal from it. On the 11th of November, 1901, he applied to the Incorporated Law Society for a renewal of his practising certificate, but the society refused his application on the ground that he was an undischarged bankrupt. He then applied to Jelf, J., at chambers to order the society to grant the certificate. Jelf, J., considering himself bound by a decision of Wills and Ridley, JJ., in the case of *Re An Application under the Solicitors Act*, 1843 (80 L. T. 720, 15 Times L. R. 314), refused the application. On appeal, the Divisional Court affirmed the refusal of the judge. The appellant now appealed to the Court of Appeal.

THE COURT (COLLINS, M.R., and STIRLING and MATHEW, L.JJ.) allowed the appeal.

COLLINS, M.R., said the question was whether the Registrar of Solicitors had a discretion under section 23 of the Solicitors Act, 1843, to refuse to grant an annual practising certificate. That section said that the registrar should grant the certificate unless he should see cause, and have reason to believe, that the party applying for it was not upon the roll of solicitors. Except in that one case the obligation on the registrar was absolute. Nor, in his opinion, could it be said that section 24 modified the peremptory nature of the mandate imposed on the registrar by section 23. Section 24 provided that, in case the registrar should decline to issue a certificate, the party applying for it might apply to a judge, who should make such order in the matter as should be just. The registrar had jurisdiction under section 23 to hold an inquiry into facts if any difficulty arose as to a question of identity, and the judge had jurisdiction under section 24 to review his decision in such a case. In the case which had been cited, Wills, J., thought that the word "just" in section 24 had reference to the interests of the public, and that in a case like the present the court might think it contrary to those interests that a certificate should be granted. He could not agree with that judgment, and he thought that the registrar had no jurisdiction to exercise a discretion, and that the appeal must be allowed.

STIRLING and MATHEW, L.JJ., concurred.—COUNSEL, *Page*, K.C., and *Muir Mackenzie; Asquith*, K.C., and *F. W. Hollams*. SOLICITOR, *Solicitor to the Law Society*.

[Reported by F. G. RÜCKER, Barrister-at-Law.]

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

4 Nov.—ALFRED BUTTERFIELD (Grantham, Lincolnshire).
4 Nov.—JOSEPH EDMUND SHEPPARD KING (Finsbury-pavement, E.C.).
4 Nov.—JOHN WILLIS SHORE (168, Clapham-road).
4 Nov.—FREDERICK ATKINSON (Hastings, Sussex).
4 Nov.—FREDERICK THOMAS PEARSON (101, Church-road, Hove, and New Shoreham).

SOLICITORS ORDERED TO BE SUSPENDED.

4 Nov.—ALFRED WILLIAM BOODLE (Swindon), suspended for twelve months.
4 Nov.—JOSEPH SADLER LOVETT (Cricklade, Wilts), suspended for three months.
4 Nov.—EDWIN THOMAS LASCELLES (67, Fore-street, E.C.), suspended for six months.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

ENLARGEMENT OF SOCIETY'S BUILDING.

A special general meeting of the Incorporated Law Society was held at the Society's Hall, Chancery-lane, on Friday, the 29th ult., the President, Sir Henry Fowler, G.C.S.I., M.P., taking the chair. The following members of the Council were present: Sir A. K. Rollit, M.P. (Vice-President), Mr. Henry Attlee, Mr. Charles Mylne Barker, Mr. James Samuel Beale, Mr. Edmund Kell Blyth, Mr. Ebenezer John Bristow, Mr. John Wreford Budd, Mr. Charles Cheston, Mr. Robert Cunliffe, Mr. Robert Ellett (Cirencester), Mr. William Godden, Mr. William Howard Gray, Mr. John Edward Gray Hill (Liverpool), Mr. Henry Edward Gribble, Mr. William John Humfrys (Hereford), Mr. John Hollams, Mr. Henry James Johnson, Mr. Stephen Henham King (Maidstone), Mr. Frank Bowley Parker, Mr. Richard Pennington, Mr. Thomas Rawle, Mr. William Melmoth Walters, Mr. William Howard Winterbotham, Mr. Philip Witham, and the following extraordinary members, Mr H. Baines (Bath, Bucks, and Oxford Law Society) and Mr. F. Watts (Devon and Exeter Law Society).

The PRESIDENT said: Gentlemen,—This is a special meeting of the society called to consider an important question, and perhaps I had best introduce the matter to you by reading the resolution which I propose to move for your acceptance. It is as follows: "That this meeting authorises the Council to carry into effect the additions to and alterations in the society's building, the general nature of which is stated in the report of the 3rd of May, 1901, printed in the appendix to the annual report for the

year 1901, and in the plans submitted to this meeting, with power, if need be, to make such further modifications as the Council may think expedient, and approves and concurs in the Council borrowing a sum not exceeding £45,000 on mortgage or charge of the real and personal property of the society, or any part thereof respectively, or by the issue of debentures on such terms as the Council may think expedient." This question has occupied the attention of the Council more or less for a considerable time, particularly as to the present condition of the internal accommodation of the society and also with reference to the addition of a part of the society's property which was acquired some years since, but which has never yet been utilized, and upon which, either for this purpose or in some other mode, a considerable amount of money may have to be spent before very long. This is a question which it is now desired shall be properly brought before the whole body of the members and considered fully. I have no doubt you are aware, but as a matter of form I will repeat it for the information of those who may not be so fully acquainted with it, what is the position of this building at the present time. This building and the site on which it is erected represents a period of long continued progress, of extension and expansion, during which the society between the years 1832 and 1872, a period of forty years, and which really covers what I may call the physical history of this building, the society has spent a sum of £163,400. That is not a question as to what the value of the property is, but I should venture to think that, so far as the building itself is concerned and its site, it is worth a great deal more than what it has cost the society. The site and building stand in our books at what they cost, £136,000. The library, furniture, and maps—the furniture is not a very important item perhaps—but the library and maps do form altogether a very important and valuable asset. They have cost us £27,400, and the most satisfactory feature is that this has been paid by the society out of the annual income of the society by wise and prudent finance, and I may say in passing, finance so ably controlled for so many years by Mr. Pennington. The last instalment of the debt was wiped out in 1900, and we are now the unincumbered owners of this property. I have now to come to after 1900. Of course, while the debt was weighing down the society, more or less, the Council was naturally indisposed to make any proposition for increasing the outlay upon the building beyond what was absolutely necessary. But in 1901 the Council directed the secretary to very fully consider the whole case and report to them with regard to it. The Council then delegated his proposition and also the proposition of various other members of the society to a strong committee which dealt with the question and made their report in the month of May. I must trouble you with one or two quotations from the report, as really the facts of the case are most accurately stated in that report. The committee called attention to the fact that in consequence of the society having decided to discontinue the club, and the question was closely connected with that of the new buildings—but I will just read to you one or two extracts from the committee's report: "The question of the club is closely connected with that of the new buildings, because, as the secretary suggests in his memorandum, and as the committee agree, the rooms now occupied by the club are those which it is most desirable to appropriate to the use of the officers and staff, and because the details of the new building scheme must to some extent depend upon whether any, and if so, what provision is to be made in the way of club or common rooms. It should, however, be stated that even if no accommodation of that kind were required the committee are of opinion that the time has come when, in the interests of the society, it is desirable that better office arrangements should be made for the staff, and that the part of the society's premises in Chancery-lane and Carey-street now let off as shops should be taken in hand and made available for the use of members of the society." The meeting will not want me to take up their time unnecessarily; but I may say that the Council and the secretary also are satisfied that we must have for the convenience of carrying on the business of the society a re-arrangement of and an addition to the rooms which the staff require. The committee say this: "At the present time the various business departments are scattered, ill-arranged, and quite insufficient for the proper, convenient, and economical discharge of the duties which fall upon the Council, its committees and staff" There are also other instances; we want more library room, and that also is part of this scheme. The committee to whom this matter was entrusted obtained plans, and these plans have been circulated amongst the members of the society. But the committee make suggestions in which there is a very able scheme for setting free additional rooms for conference purposes, arbitration rooms, and for the Discipline Committee and staff, and the whole of the clerical staff, and no doubt for the better and more convenient carrying on of the work of the society. And also the committee considered, I have no doubt, and considered very wisely, the general fact that the shops belonging to the society are very wanting from an architectural point of view, and the absolute certainty that they must be pulled down very soon. The committee in their report go into various details with which I will not trouble you, but they practically work out with this result, that the amount they estimate to be expended for the new buildings, including all the fittings and furniture, lighting, heating, and everything of that sort, is £40,000. The details are considerably under the £40,000, and I think that £40,000 ought to be an ample estimate of what would be expended if you desire to adopt the plans. Now we come to the practical part of the business, I suppose. What is this going to cost the society in meal or in malt? If the plans of the committee are accepted, the financial position will be this: Assuming there is an additional expenditure of £40,000, of course interest on that will have to be provided. There also will be a diminution of income, for the rents which are at present received from the property which would be absorbed would no longer come in. There would also be increased expense in maintenance, for you could not add to buildings in this way without incurring this. Then there would be additional rates—they always increase whatever happens, and when the building is completed you may depend upon it there will be a very considerable outlay in that respect. The committee made, I think, a very fair estimate of all this, a liberal allowance on both sides of that account; and they have come to the conclusion that the ultimate result would be, after paying the interest on the £40,000 and after providing for the additional cost to which I have referred and also taking credit for the small sum of £400 a year which they think may be obtained for rent for rooms not at present wanted for the purpose of the society; that the annual cost to the society can be put at about £2,600 or £2,700. I do not think we should be very extravagant if we put that down at £3,000. And the question you have to look at is whether the income of the society can afford to pay that amount. The committee investigated that very fully, and I will read you what they say upon that question. They take the income of the society for the last few years and they shew that going back certainly for four or five years or even more, going back at all events to 1896, there has been a gradual increase in the surplus which would cover this expenditure. Of course we are looking forward to an increase in the income of the society from additional members. When the original scheme of this building was started I do not suppose the membership was one-third of what it is now. It might even have been a considerably less figure, and of course the requirements of the society, both internal and external, must be expected to increase in proportion. What the Council put before you is the resolution which I have read to you, which has the usual power of discretion awarded to the Council with reference to not being tied and bound to all the details. The Council of course would be bound not to exceed the sum mentioned in the resolution, and their powers would be clearly limited to the wording of the resolution. I hope I have put the case before you as fairly and as clearly as possible. I am bound to tell you there has been difference of opinion on this, as on many other questions, in the Council. You do not suppose that thirty or forty gentlemen could debate such a subject without some divergence of opinion But the decided majority of the Council are in favour of the scheme, and we now submit it to you for you to discuss and deal with as you may think proper. I might say that the Council took the trouble of ascertaining as far as they could the views of the provincial law societies upon this question. They thought it a proper thing to do so. The proposals were sent to all the provincial law societies because, though a London question primarily, in some sense the matter affected the whole society, and the Council as far as possible ascertained what were the views of the whole constituency. An overwhelming majority did not oppose it or support it; they did not object to it, and I suppose the meaning was they left it to be settled here. The Chester Law Society approved of it, Berks, Bucks, and Oxon approved, Manchester approved, Cardiff approved, Kent declined to express any opinion, Birmingham approved, Shropshire approved, Hampshire declined to express an opinion, Yorkshire approved, Hereford would not express an opinion, nor did Liverpool, Dorset approved, Monmouth approved, Sussex approved, Derby thought that no part should be reserved for a special class of members, even if they paid a higher subscription, and Wolverhampton expressed no opinion. So that we have taken every opportunity of ascertaining the views of the society. And now you must deal with it. I formally move the resolution. I will ask Mr. Ellett, my predecessor in the chair, and who was president in the year when the subject was more fully discussed, and who really knows more about it than I do, to second the motion.

Mr. ROBERT ELLETT (Cirencester, Chairman of the Committee) said he rose with much satisfaction to obey the request of the President to second the motion which he had placed before the meeting. He was quite sure that he expressed the feeling of every member of the society when he said how glad he was that this important question, which they as members of the society now had to decide, a question which marked, he thought, an epoch in the history of the society, had been brought forward. That step had been taken under the guidance of the President, Sir Henry Fowler. He seconded the motion on two grounds, on the ground of necessity and on the ground of expediency. There could be no doubt of the necessity for some such scheme as that which the Council now placed before them. It did happen, as Sir Henry Fowler had mentioned, that his recent close official connection with the business of the society enabled him to speak, and he thought it was his duty to speak, clearly as to what his experience had been in that respect. He entirely agreed in the language of the report of the committee that the present arrangements for the staff of the society were wholly inadequate for the business which now had to be performed. The growth of the business in recent years had been enormous. The staff had necessarily increased in size, and no provision whatever had been made by the society to cope with the additional work thus thrown upon the Council so far as the provision of office accommodation went. And the result at this moment was that the staff was scattered about the building in a manner so puzzling and inconvenient that he ventured to say there was no one present who would be content to carry on the business of his own office for twelve months under circumstances so disadvantageous. The clerks in the committee room were constantly turned out, regularly turned out of the room to make way for committees and matters of that kind. The secretary of the society had no place where he could meet and discuss with any of the members who desired to see him any question affecting the interests of the society. There was no secretary's room at this moment available. The only room which the secretary had had long since been appropriated by the assistant secretary, and their friend Mr. Williamson, to whom they owed so much and who for so long had had the management of affairs, was driven from pillar to post just as the circumstances might chance for the moment. Then the president of the society was even worse off than Mr Williamson, because Mr. Williamson could, by summarily ejecting

the assistant secretary, put himself in that room. But the president, who did not feel able within the experience of one short twelve months to execute a writ of ejectment of that kind, found himself in the position of being absolutely without any place in which he could sit down to do his correspondence, to draft a report, to confer with the secretary, or to do any other of the multitude of things that the president had to do during his time of office. He asked whether that was a reasonable or sensible state of things. Well, this was not new. This was not the first time when the question had risen. In the year 1894 a report was prepared stating the causes of complaint in almost identical terms, and the report at the time enlarged more fully perhaps than the present report upon the inadequacy of the library accommodation. That was a matter of the very greatest importance to the society at large. The society had a magnificent library, and that library was wholly insufficiently housed, the books were piled away in a fashion which made it very difficult to get at them, and there was no proper facility for members to use the library for the purpose of research. What the committee said now was what the old committee said in 1894—namely, that the library must be considerably enlarged. There was no doubt, he believed, in the mind of any member of the Council in 1894 that an important addition to the accommodation provided by the society's buildings was absolutely necessary, but the consideration of the accommodation was postponed, and it was postponed in deference to one material fact, which was that at the time the society was in debt. It was advisedly that the Council postponed taking up this scheme until the debt should be paid off. The debt was paid off in the year 1900, and this large property was, as Sir Henry Fowler had said, entirely unincumbered. Singularly enough it was simultaneously with the discharge of the debt, which in itself would naturally have brought this question before the Council again—it was at that moment that the resolution was passed in the society's hall which necessitated the reconsideration of the question of accommodation for refreshment within the building. Therefore in considering the question the Council had to direct their attention, not merely to the increased accommodation for the staff, but also to consider what would be necessary to give effect to the desires of the members in reference to rooms for refreshment. He was not going at all into the details of the question. It was not necessary that they should do so at this meeting, but this much he would say, that so far as the Council at present had had the opportunity of ascertaining the general views of the members it was clear there was a very general desire that there should be arrangements of some kind for the convenience of those who desired to take refreshment within the building. The nature of the accommodation would have to be carefully considered hereafter. But so long as that desire continued, and he believed it did exist to a very large extent, it would, of course, be considered in connection with any action such as was now proposed. That being the position, the nature of the scheme had been very clearly put before the members by the Council. It was not at all necessary to go minutely into the details. The plans had been circulated, and the details he had no doubt were in the minds of some of those present, but it might assist the meeting in coming to a conclusion if he very shortly recalled what were the main and leading features of the scheme. In the first place it was to transfer the staff from the various portions of the building where it was now located into the series of rooms which at present were occupied for refreshment purposes. That arrangement would concentrate the staff more effectually, and place the whole business of the society more conveniently within the observation of its chief officer than any other arrangement which had been suggested; and that was what the Council proposed to do. The next question was the library, and in order to obtain the required addition to the library it became necessary to take in the houses in Carey-street so as to lengthen in that direction the present library accommodation. The third feature of the scheme was that by a very simple connection between the enlarged library and the existing Examination Hall the Council would be enabled to utilize a very large part of the building, the site of which cost a great deal of money, but which was at present to a large extent wasted, because it was only used a few times in the year for examination purposes. By connecting that with the enlarged library they would be able to accommodate there the law students and the clerks of members using the library, and so would get the relief which was needed in the present library, and the books would be properly shelved instead of being stacked away as they were at present. The remainder of the new space, which would be considerable, could be applied in various ways. In the first place it would afford all the space that was needed for any kind of refreshment accommodation which had been suggested, or which was likely to be suggested, by the members. If it was the desire of the members that there should continue to be certain rooms appropriated to those who desire one class of refreshment, and in respect of which they were prepared to make further payment, and that there should be other rooms, equally convenient and comfortable, in respect of which no further payment by way of subscription was necessary, all that could be done in the scheme before the meeting. That it would also afford opportunity for holding a variety of meetings of kindred societies within the building was a circumstance which they would all regard as important and interesting. There were several societies with which in one way or other most of those present were connected, such as the Solicitors' Benevolent Association, the Society of Registrars of County Courts, the Justices' Clerks' Society, and the Law Students' Debating Society. They all would be glad of accommodation within the building for meetings. But he could speak from personal experience with regard to the meetings of some of these societies that at present one never knew to what part of the building one would be sent to find them, and usually they met under circumstances of very great inconvenience. All these difficulties would be readily removed if the accommodation could be provided which the scheme suggested. There was finally the consideration that when the society had taken these buildings in—and they must take them in for the enlargement of the library—in order to give architectural completeness to the present building it would probably be desirable that a second floor should be added. All the accommodation he had referred to was accommodation given on the ground and first floors. The second floor would not be required by the society at present, but the Council did not see how it was possible to provide the required accommodation on the ground and first floors without carrying the building up to a second floor also. But there would be no difficulty in letting off any space provided there which the society did not require. He had no doubt that the rooms there would be capable of being let off on remunerative terms, and he was sure they would all regret if any steps were now taken which failed to complete the architectural effect of the building; the newly-erected Record Office, the bank on the opposite side of Carey-street, the Law Fire Office, these were all their close neighbours, and they really were in such excellent company that it was quite time they made the appearance of their own building better adapted for the company surrounding it. They had a magnificent site and he hoped the result of the scheme would be that the society would have a building which would be worthy of the site and worthy of the society. The president had very properly attached importance to the question of finance, and no doubt it was a matter which every member would take earnestly to heart, because he could assure them there was no member of the Council who could be less anxious than the members of the society themselves must be to see that no money was spent unnecessarily and that the society got full value for its money. It had been pointed out by the president that the loss of income involved in the scheme according to the estimates he had placed before them might be taken at from £2,600 to £3,000 per annum. The president, although he had referred the meeting to the report of the committee, had not told them that the average surplus income from 1897 to last year inclusive had been but just under £5,000 a year—£4,978, and the Council were only asking that a capital outlay should be incurred involving an annual charge upon that of about £2,600, leaving still a very handsome margin indeed of surplus income. The society had been paying off from the old debt during the period from 1894 at the rate on an average of £2,571 per annum. Therefore practically the Council were only asking the members to commit themselves to a scheme involving just about the same annual charge as had been applied out of the society's income for years past in wiping off the principal of the old debt. What alternatives were there? He need not say the Council had very carefully considered that subject, and if there were schemes which would fulfil the objects in view, and yet involve less expense, the Council would gladly have adopted some one of them. But the truth was that the Council had had no plan before them less costly which would have supplied the accommodation required, and he felt sure that the society at large would think it the greatest of mistakes if they were to enter upon this matter in a partial and incomplete manner. When they took it up, let them take up a scheme, not necessarily to be carried out every step at once, but let them work from that time upon a scheme which designed and intended in its plan to give all the required accommodation in a manner with which they would not be afterwards dissatisfied. The only alternative which really had been before the Council was to move the staff from their present scattered places into the present club premises, and that simply meant losing altogether any kind of arrangement for serving refreshments within the building. They had heard so much of what was the desire of members in that respect that they could not suppose for one moment that the members would wish to accommodate the staff on these conditions. Whilst the Council were, therefore, perfectly sure that the members desired that the staff should be adequately provided for, they wished to do this under conditions which at the same time would give the opportunity for obtaining refreshment which the members desired. He had said it was not necessary to carry out every part of the work at once. It was quite obvious it must be done by instalments, because the Council contemplated carrying on the whole business of the society on the premises during the alterations. Therefore, in the nature of things, they must proceed very gradually, and it might take some considerable time before the scheme could be effectually carried out. That, to his mind, was only a reason for making a commencement as speedily as possible. It had been sometimes suggested to the Council that, by involving themselves in this expenditure, they might cripple their power to undertake other useful functions of the society. The figures he had quoted shewed that that fear was, as far as the Council could judge, unfounded. No one would regret more bitterly than he any step that should hamper the Council in giving effect to the wishes of the society on the great and important question of legal education, but the Council believed the finances of the society, properly managed, were adequate to do not only all that could be done to foster and aid the cause of legal education, but also to carry out the scheme they were inviting the members to sanction. The society must either progress or it must go backward. There was no such thing in the life of an institution, any more than in the life of an individual, as standing still. The Council were making arrangements which they hoped would result in a large accession of members to the society. Surely it was wise that they should now put their house in order, so that with the accession of members and the consequent addition to the work of the society these extra functions might be adequately discharged, and not under the difficulties and restrictions which at present incumbered them. He asked the meeting in conclusion to put before them the example of their predecessors. The president had to some extent referred to it. The first £50,000 of money which was required for the purpose of starting the society, and the purpose of the society's buildings, was found amongst the original subscribers who took shares, the greater part of which were ultimately surrendered for the

benefit of the society. From 1848 to 1872 the north and the south wings were added to the original building. Exclusive of the contents the building of these two portions involved an expenditure of about £48,000. During that time a loan existed, and notwithstanding that their predecessors had the courage to go on with the work, with the result that the society had now an unincumbered property of the value of £170,000. He would urge the members to avail themselves of the opportunity which the motion afforded of encouraging the Council to go on with the work to which they had set their hand.

Mr. W. P. W. PHILLIMORE (London) said he rose for the purpose of formally opposing the motion, not that he was altogether in disagreement, but because it gave one a better opportunity of passing one or two friendly criticisms upon the scheme. In the first place it seemed to him that the Council had been somewhat premature in bringing the motion before the society to-day. There were two reasons—first, that the plans had not been circulated amongst the members except in a very perfunctory way by being placed on tables in the hall; and secondly, the Council had not ascertained whether there was any real and sufficient ground for supposing that any refreshment accommodation was required by the members. He had a circular in his hand which had been issued by the society recently, asking whether the members would pay one or two guineas for the club, and they were asked to send in their answers by the 3rd of December. He thought it would have been better to have postponed the consideration of the subject until the 3rd of December, by which time the Council would have had some definite information. He did not raise the point in any captious spirit, but he was strongly of opinion that all the information on the subject ought to be before them before the plans were agreed to. He would like to know whether the tentative experiment of a tea-room had succeeded. There was to his mind no possible question but that improved accommodation was required in the society's buildings for several purposes. What the president had said as to the accommodation for the staff might be taken as a great feature of the question. But there were two points upon which the proposed plans did not meet the requirements of the society. First of all, there was that of the library. The accommodation proposed for the library was really inadequate. He would have been glad to have seen increased accommodation given to that part, because he felt that within a very few years, notwithstanding the large increase proposed, the society would still be in the same position as at present in that respect. There was another point. Having regard to the fact that the society was a centre of the legal profession for the whole of the country, and that the building was now close to the Law Courts, which it was not until a comparatively few years since, it was very much to be regretted that there was no accommodation of some very large hall that might be made a common meeting-ground for solicitors and their clients. For those who had offices in the immediate neighbourhood, of course, such accommodation would be comparatively useless, but it would be a very great convenience for the large body of the members whose offices were away in other parts of London, and especially for the country members, that they could have some large hall in which their clients could meet them without fear of restriction for conference and so forth without trespassing upon other parts of the building. He believed this was tried in the early history of the society, and that it was not appreciated by solicitors and their clients at that time. He thought, however, that there was the very good reason that the building did not at that time fill the requirements of a central organization for solicitors. The courts were away at Westminster, and it was therefore unnecessary and useless to have such a general meeting-room. If the Council were to take that point into consideration he thought it would be of great service to country members to know there was a place where they could meet and make appointments with their clients without having to trespass on their London agents and so forth. He only hoped the work would be executed for the sum the president had suggested as adequate. They were all pretty well experienced with regard to architects' estimates. These did not usually err on the side of being excessive, and if the architect said they were going to spend £40,000 the probability was that the society was committed to an expenditure of something like £60,000.

The PRESIDENT observed that the plans were sent to all the country law societies.

Mr. PHILLIMORE thought it would have been better if they had been circulated to all the members.

The PRESIDENT remarked that that would mean 7,000 copies. He then put the motion, pointing out that it gave the Council power to make such further modifications in the plans as they might think expedient, upon which he laid great stress.

The motion was unanimously adopted.

UNITED LAW SOCIETY.

Dec. 2.—Mr. E. F. Spence in the chair.—The Hon. Mr. Justice Swinfen Eady and Mr. W. J. Bull, M.P., were unanimously elected as vice-presidents. Mr. J. Wylie then moved "That the decision in *New London and Brazilian Bank* v. *Brocklebank* (21 Ch. D. 302) would not have been correct if the company had been informed at the time of registering the defendants that they were trustees": see *Briggs* v. *Bradford Banking Co.* (12 App. Cas. 29) and *Re Perkins* (24 Q. B. D. 613). Mr. R. D. Workman opposed. There also spoke: Messrs. P. Aylen, H. Procter, E. F. Spence, F. B. Walmsley, F. M. Guedalla, J. W. Weigall, and W. J. Chamberlain. Mr. Wylie replied. The motion was lost by six votes.

The Lord Chief Justice (Lord Alverstone) and Mr. Justice Joyce will be the Christmas Vacation judges, the former taking the first half and the latter the second half of the Vacation.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Dec. 3.—Chairman, Mr. H. G. Barrett.—The subject for debate was: "That the case of *Farquharson Brothers & Co.* v. *King & Co.* (1901, 2 K. B. 697) was wrongly decided." Mr. H. Hamilton Fox opened in the affirmative; Mr. A. E. Hogan seconded in the affirmative. Mr. A. B. Russell opened in the negative; Mr. Weller seconded in the negative. The following members also spoke: Messrs. Pleadwell, Nash, Steven, Guillaume-Copp, Chapman, Clapham, and Winatt. Mr. Hamilton Fox having replied, the chairman summed up, and on the vote being taken the motion was lost by six votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—The members of the above society held a joint debate with the Manchester Law Students' Society on Tuesday evening last, Mr. A. H. Coley presiding. After a few appropriate words of welcome to the Manchester students, the following moot point was discussed: "A testator bequeaths his residuary personal estate to A., B., and C., in equal shares. A. dies in testator's lifetime, with consequential lapse. Is there an intestacy as to this share?" The speakers in the affirmative were Messrs. W. C. Camm, E. Walker and J. W. Hallam (Birmingham), and J. Lustgarten and H. Porritt-Cain (Manchester) The speakers in the negative were Messrs. F. B. Merriman and E. Mainprice (Manchester), W. H. Coley and J. F. Duggan (Birmingham). After a most concise and impartial summing up by the chairman the question was decided in the affirmative by a majority of ten. An adjournment was then made to the Great Western Hotel, where dinner was laid and partaken of, and at nine o'clock a short but enjoyable smoking concert was carried through. The toast list included "The King," proposed by the chairman, "The Manchester Law Students' Society," and "The Birmingham Law Students' Society." The vocal and instrumental music which formed part of the programme was ably sustained by Messrs. Wymark Stratton, Joseph Morris (Midland Institute), Willis, Crisford, J. Lustgarten (Manchester), W. H. Kimpton, and T. F. Duggan. Altogether a happy and enjoyable evening was brought to a close by the toast of "The Chairman" carried with musical honours.

LEGAL NEWS.

APPOINTMENTS.

Mr. R. D. RICHARDS, solicitor, of Barmouth, has been appointed Commissioner for Oaths. Mr. Richards was admitted in 1889.

Mr. W. ENGLISH HARRISON, K.C., of the South-Eastern Circuit, has been appointed Vice-Chairman of the General Council of the Bar, in succession to Mr. C. M. Warmington, K.C., who was recently appointed Chairman of the Council.

Mr. REGINALD N. ROGERS, solicitor, of Falmouth, has been appointed Clerk to the Falmouth Board of Guardians.

Mr. JOHN HENRY DAVIDSON, solicitor, of the firm of Branson & Son, 9, Bank-street, Sheffield, has been appointed a Commissioner for Oaths.

Mr. ALBERT DE RUTZEN, Chief Magistrate of the Metropolitan Police-courts, has received the honour of Knighthood.

Mr. RUPERT E. C. KETTLE has been appointed a Magistrate of the Metropolitan Police-courts, in the place of Sir Franklin Lushington, deceased.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

GRANVILLE SMITH and EDWARD COLEMAN, solicitors (Granville Smith & Co.), lately at 16, Leadenhall-street, but now at 12, King William-street, London. Nov. 30. The said Edward Coleman will in future carry on the said business alone on his own account. [*Gazette*, Dec. 3.

GENERAL.

It is announced that the Court Order Department of the Royal Courts of Justice will cease to exist as a separate office after the 11th of January next, when it will be merged in the Crown Office.

After rehearing several cases in the Whitechapel County Court on Wednesday, says the *Daily Mail*, Judge Bacon said he was satisfied that to grant new trials in that court was only to encourage conspiracy for the subordination of perjury. The day's proceeding had been a shocking illustration of the mode in which evidence could be got to support the case of any plaintiff or defendant.

On Wednesday, in Court of Appeal No. 2, says the *Times* reporter, in consequence of the darkness of the atmosphere, and the very insufficient lighting of the court, great inconvenience was experienced by the bar, especially by those who were engaged in the work of reporting. And, indeed, Lord Justice Vaughan Williams, when calling on one of the King's counsel at the time of *ex parte* motions, said that he could hear him, though he was unable to see him. It may be hoped that advantage will be taken of the approaching Christmas vacation to effect some improvement in the lighting arrangements, which for a long time have proved to be very inefficient. So far as appears, there would be no difficulty (other than that of the expense) in increasing the number of the electric lamps. A cluster of lamps suspended from the centre of the roof of the court might be suggested as a valuable addition.

The following notice has been issued relative to shorthand notes in the Probate Division: "Misunderstanding frequently arising as to the parties being able to obtain transcripts of the official notes, it is hereby announced (1) that a full note is taken by the official shorthand writer in every case tried in this division, and (2) that under the terms of his appointment, parties, as heretofore, can (either during or at the close of such trial), on application to him obtain a transcript of such note, or any part thereof, on the usual terms, should they so desire.—F. H. Jeune, President. 29th November, 1901."

A Paper issued this week contains the correspondence which has taken place relative to the proposed establishment of a Final Court of Colonial Appeal. Mr. Chamberlain, in a letter dated the 10th of August last, addressed to the Governor-Generals of Canada and Australia and the Governors of Newfoundland, the Cape of Good Hope, Natal, and New Zealand, states that the result of the conference with the delegates of the Colonies concerned has been to shew that no far-reaching alteration in the present tribunal is desired or would be considered satisfactory by the Colonies generally, and so long as the Colonies are of that opinion his Majesty's Government do not propose to make any material changes for the establishment of an Imperial Court of Appeal.

In the City of London Court, on the 28th ult., says the *Times*, an application was made to Mr. Lumley Smith, K.C., by Mr. Hook, solicitor, in the case of *Hood* v. *Muddock*, to revive a practice which had been obsolete during the forty years that Mr. Commissioner Kerr had been the judge of the court. He asked the judge for leave to serve a judgment summons out of the jurisdiction of the court. The acting registrar explained that the learned commissioner had with only two exceptions always refused to make defendants come up from the country to London to attend judgment summonses because of the expense of the railway journey. Mr Lumley Smith, K.C., saw no harm in reviving the practice, more particularly considering that the defendant would only have to come from Harrow, and the application was granted.

No subject is more often litigated, says the *Central Law Journal*, than that of the liability of telegraph companies for negligent delivery of messages. The rule is that in all cases delivery must be made to the addressee or his authorized agent. The difficulty is not, however, in the rule itself as in its application. In the recent case of *Western Union* v. *Hendricks* (63 S. W. Rep. 341), the Supreme Court of Texas held that where a telegraph message is addressed to a person residing in the country in care of a resident of the town, both of whom are temporarily in another town, and a special price is paid to secure its delivery, the delivery to the partner of the latter is insufficient, but it should be delivered at the residence of the addressee. In the case of *Western Union* v. *Tressall* (98 Ind. 556), however, it was held that there was an implied authority on the part of a hotel clerk to receive a telegram for a guest, and the company cannot be held responsible for the clerk in failing to deliver it. On the other hand, in the case of *Western Union* v. *Jackson* (46 S. W. Rep 279), it was held that though a telegram is directed in care of a certain person, the company must use diligence to deliver to the addressee. So also in *Telegraph Co.* v. *Mitchell* (91 Tex. 454), it was held that a charge that, in the absence of the husband, it was the duty of the company, if his wife was at the residence, to deliver to her a message addressed to him, was error, she not being the general agent of her husband.

Mr. H. B. Boyce writes to the *Times* relative to the point whether "Chancery" investments are not also "strict trustee" investments. He says: "By the Trustee Act of 1893, s. 1, trustees may invest, under sub-section (*g*), in the debentures, rent-charge, or guaranteed or preference stocks of a railway company that has paid during each of the ten years before date of investment not less than 3 per cent. on its ordinary stock, and, under sub-section (*o*), in stocks authorized by the Chancery order. The Chancery order authorizes investment in debenture, preference, guaranteed, or rent-charge stocks of a railway which has for ten years next before the date of investment paid a dividend. It seems to follow from this that a trustee may legally invest his trust funds in a security covered by the Chancery order, though not by the wording of sub-section (*g*); and that is the opinion expressed in Mr. A. L. Ellis's useful book on the Trustee Act. If this is correct, the failure of two companies to pay 3 per cent. on their ordinary stocks will not take them out of the category of 'strict trustee' investments, provided they pay a dividend. Assuming, however, that the failure to pay 3 per cent. causes the debenture and preference stocks of the companies in question to be no longer 'strict trustee' investments, I do not follow the observation that trustees at present holding may continue to hold on the authority of the Chancery order. If the combined effect of the Act and the order would not sanction these stocks as an original trust investment, the order alone is no authority to trustees to continue to hold."

For Throat Irritation and Cough "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homœopathic Chemists, London.—[Advt.]

Warning to intending House Purchasers and Lessees.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Tested and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London. Telephone, "No. 316 Westminster."—[Advt.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, Dec. 9	Mr. Beal	Mr. Godfrey	Mr. W. Leach	Mr. King
Tuesday 10	Godfrey	Farmer	Greswell	Church
Wednesday 11	Farmer	Godfrey	W. Leach	King
Thursday 12	Carrington	Farmer	Greswell	Church
Friday 13	Pugh	Godfrey	W. Leach	King
Saturday 14	R. Leach	Farmer	Greswell	Church

Date.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.
Monday, Dec. 9	Mr. Carrington	Mr. R. Leach	Mr. Jackson	Mr. Church
Tuesday 10	Pugh	Beal	Pemberton	King
Wednesday 11	Carrington	R. Leach	Jackson	Greswell
Thursday 12	Pugh	Beal	Pemberton	W. Leach
Friday 13	Carrington	R. Leach	Jackson	Pemberton
Saturday 14	Pugh	Beal	Pemberton	Jackson

THE PROPERTY MART.

RESULTS OF SALES.

Freeholds and Leaseholds.

Messrs. H. E. Foster & Cranfield sold the following Properties at the Mart, E.C., on Wednesday last, at the prices named:—

		£
No. 1, Lower Homerton-terrace, Hackney, Freehold; rent £44 4s. per annum	Sold	450
Plot of Freehold Land, adjoining	"	400
Nos. 17 and 18, Hockley-street, Hackney, and Cottage in rear, Leaseholds; 14½ years unexpired, at £10 10s. ground-rent; rental value £46 16s.	"	130

Reversions.

The same firm held their Fortnightly Sale (No. 704) of the above Interests at the Mart, E.C., on Thursday last, when the following Lots were sold:—

REVERSIONS:		£
Absolute to One-tenth of £24 690; life 66	Sold	1,355
Absolute to 66⅔ Shares in London Assurance Society; life 80	"	2,415
Absolute to Legacy of £300; life 69	"	160
Absolute to One-seventh of £1,283; life 79	"	110

WINDING UP NOTICES.

London Gazette.—Friday, Nov. 29.

JOINT STOCK COMPANIES.

Limited in Chancery.

Accumulator Syndicate, Limited—Petn for winding up, presented Nov 27, directed to be heard on Dec 11. Biggs & Co, 24, Lincoln's inn fields, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 10

Auto-Electro Feed Water Purifier Co, Limited (in Liquidation)—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Horace Percy Smith, Lich Gate, Wolverhampton

Oil Fields of Galicia Contract Co, Limited—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Ernest Edward Collins, Winchester House, Old Broad st

Standard Malt Extract Co, Limited—Creditors are required, on or before Dec 18, to send their names and addresses, and particulars of the debts or claims, to Walter Frederick Flack, 42, Castle st, Liverpool

Williams (Chemists and Druggists), Limited (in Liquidation)—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to Horace Percy Smith, Lich Gate, Wolverhampton

London Gazette.—Tuesday, Dec. 3.

JOINT STOCK COMPANIES.

Limited in Chancery.

Lecomte Intensified Gas Light Corporation, Limited—Creditors are required, on or before Dec 17, to send in their names and addresses, and the particulars of their debts or claims, to Albert Edward Goff, 32, Museum st

Rochdale and District Building Trades Employers Indemnity Co, Limited—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to William Shepherd, 100, Yorkshire st, Rochdale. Brierley & Hudson, Rochdale, solors to liquidator

Super-Aeration, Limited (Incorporated 21st August, 1899)—Creditors are required, on or before Jan 4, to send their names and addresses, and the particulars of their debts or claims, to Patrick Adam Glegg, 5, Moorgate st

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Friday, Nov. 15.

Compton, Henry, Lyndhurst, Southampton, Rear Admiral Jan 1 Crawley & Co, Arlington st

Barnes, William Henry, Wandsworth, Warehouseman Dec 21 Light, Bristol

Ball, Maria, Sparsholt rd, Crouch Hill Dec 12 Fisher & Co, Ashby de la Zouch

Bradley, George, Handsworth Nov 30 Caddick, West Bromwich

Brooks, Joseph, Tottington, nr Bury, Labourer Dec 18 Isherwood, Heywood

Buist, Eliza, Chiswick Dec 11 Syrett, Finsbury pvmnt

Butchard, George, Gravesend Dec 12 Deacon & Co, Gt St Helens

Combridge, Jane, St Leonards on Sea Nov 30 Preston & Cardell, Tonbridge

Danks, John Davies, Darwen, Lancs, Saddler Dec 14 Halliwell & Halliwell, Darwen

Downer, Clara Emily, Sandown, I of W Dec 21 Robinson, Ryde, I W

Eyre, Charlotte Taddy, Dover Jan 1 Lewis & Pain, Dover

Fernie, Elizabeth Brookes, King's Heath, Worcester Dec 15 Crockford, Birmingham

Fields, Isaac, Leicester Dec 16 Burgess & Pike, Leicester

Gilford George, Portishead, Somerset Dec 9 Rees & Co, Temple Cloud, nr Bristol

Haigh, Abraham, Stainland, nr Halifax, Woollen Manufacturer Jan 1 Garsed, Elland

Hall, William, Rock, Worcester Dec 28 Burton, Birmingham

Hawke, Mary, Sheffield Dec 7 Craven, Sheffield

Heath, Edward Kenmore, Leamington, Warwick, Major Dec 27 Heath & Son, Manchester

Hill, William George, Mortlake, Tobacconist Dec 21 Sweetland & Grenfell, Fenchurch st

HONEY, JOHN JAMES, Plymouth Jan 7 Gard, Devonport
KEYES, ANNE, Colchester Dec 16 Blyth, Chelmsford
LITTLE, THOMAS STORY, Sydney, New South Wales, Well Borer Dec 11 Davies, Strand
LUCAS, ANNA, Didmarton, Glos Dec 31 Burford, Bristol
MEAD, MATTHEW, Stewkley, Bucks, Farmer Dec 24 Newton, Leighton Buzzard
MONZANI, LOUISA KATHERINE TAVERNER, Stroud Green Dec 14 Thompson & Co, Raymond bldgs, Gray's inn
MOORE, THOMAS JAMES, Morecambe, Sports Outfitter Jan 4 Watson & Co, Nottingham
MUSTARD, ROBERT WEST, Shanghai, China, Merchant Dec 27 Stephenson & Co, Lombard st
NASH, MATILDA, Brighton Dec 15 Thompson & Co, Raymond bldgs, Gray's inn
NEWTON, ROBERT, Newcastle upon Tyne Dec 27 Mather & Dickinson, Newcastle upon Tyne
OLDFIELD, GEORGE, Southport, Lancs, Cab Proprietor Dec 17 Williams, Southport
PARKER, JOHN, Exeter st, Strand Dec 31 Bayley & Co, Bank chmbrs, Tower Bridge app
PERLE, GEORGE THOMAS, Sutton Bridge, Lincs Dec 12 Mossop & Mossop, Long Sutton
PEYTON, JAMES, Marshall st, Golden sq Dec 20 Lindsay & Co, Ironmonger ln
POSTER, GEORGE EDWARDS, Deal, Kent Dec 2 Wilks, Deal
PULLEY, Sir JOSEPH, Lower Eaton, Hereford Dec 21 Carless, St Leonard's on Sea
RHODES, SARAH ANN, York Nov 30 Cundall, York
RICHARDSON, ANN, Chorlton cum Hardy, Lancs Dec 10 Ducker & Molesworth, Manchester
ROGERSON, MARGARET, Doncaster Dec 14 Dawson, Doncaster
RUDLAND, EDWARD, Holsworthy, Devon, Merchant Dec 31 Peter, Holsworthy
SHARP, HERBERT, Scarborough, Licensed Victualler Dec 11 Hart, Scarborough
SILLIFANT-HAMLYN, FANNY GERTRUDE Dec 15 Ford & Co, Exeter
STOCKWELL, MARY, Walton on the Naze, Essex Dec 21 Young & Sons, Clacton on Sea
THOMAS, ALICE ELIZABETH, Hornsey Dec 16 Gibson & Co, Portugal st bldgs, Lincoln's inn
THOMAS, WILLIAM, Llaniestyn, Carnarvon, Farmer Dec 18 Owen, Pwllheli
THOMPSON, HENRY, Fulham Dec 16 Butcher, Bouverie st
THOMPSON, JOHN CHARLES, Stephen Green, Dublin Dec 27 Parry & Gibson, Lincoln's inn fields
TODD, THOMAS, Leeds, Museum Proprietor Dec 18 Markland & Co, Leeds
TYLER, THOMAS, Birmingham Dec 31 Tyler & Deighton, Birmingham
WALTON, MARIA, Bradford Dec 20 Spencer & Co, Keighley
WHITING, MATTHEW, Wandsworth Common Dec 20 Hopgoods & Dowson, Spring gdns
WILKINSON, WILLIAM EDMUND, Charles st, Major Nov 30 Hopgoods & Dowson, Spring gdns
WRIGHT, JAMES, Creeting St Mary, Suffolk, Farmer Dec 13 Hayward & Son, Stowmarket

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 29.

RECEIVING ORDERS.

ACRES, THOMAS, Minting, Lincs, Breeder of Racehorses Lincoln Pet Nov 25 Ord Nov 25
ALLCOCK, WILLIAM EDWIN, Linby, Notts, Farmer Nottingham Pet Nov 26 Ord Nov 26
AVERY, EDWARD, Dean st, Soho, Bookseller High Court Pet Nov 9 Ord Nov 26
BARKER, ERNEST ENOCH, Hammersmith, Clerk High Court Pet Nov 25 Ord Nov 25
BARKER, JAMES, Nottingham, Carter Nottingham Pet Nov 25 Ord Nov 25
BENNETT, HERBERT HARRY, Wolverhampton, Painter Wolverhampton Pet Nov 27 Ord Nov 27
BINNS, CHARLIE BERRY, Bingley, Yorks, Mill Manager Bradford Pet Nov 26 Ord Nov 26
BROOMHEAD, HENRY, Sheffield, Sub-Librarian Sheffield Pet Nov 25 Ord Nov 25
BROWN, WILLIAM HENRY, Sheerness, Saddler Rochester Pet Nov 25 Ord Nov 25
BROWNE, WILLIAM HENRY, York, Market Gardener York Pet Nov 26 Ord Nov 26
CHRISTMAS, WILLIAM, Gt Yarmouth, lately Butcher Gt Yarmouth Pet Nov 11 Ord Nov 25
COCKING, GEORGE WILLIAM, Barnsley, Yorks, Labourer Barnsley Pet Nov 26 Ord Nov 26
COE, WILLIAM EDWARD, Handsworth, Dental Surgeon Birmingham Pet Nov 26 Ord Nov 26
CORRY, JOHN, Plymouth Plymouth Pet Oct 27 Ord Oct 27
CUNDY, FRANK GEORGE, Gt Portland st, Cycle Dealer High Court Pet Nov 7 Ord Nov 26
DALE, FRANK, Liverpool Birkenhead Pet Oct 11 Ord Nov 25
DAVIES, HUGH, Morriston, Swansea, Commission Agent Swansea Pet Nov 27 Ord Nov 27
DIX, WILLIAM, Cardiff, Builder Cardiff Pet Nov 27 Ord Nov 27
DUFFY, ALEXANDER RHODES, Carlisle, Clothier Carlisle Pet Nov 25 Ord Nov 25
EDWARDS, FRANK, Greenwich, Provision Dealer High Court Pet Nov 26 Ord Nov 26
ETCHELLS, WILLIAM HENRY, Stockport, Cheshire, Commission Agent Stockport Pet Nov 26 Ord Nov 26
FERGUSON, PETER THOMAS, Blackpool, Confectioner Preston Pet Nov 23 Ord Nov 26
GRAY, WILLIAM STEPHEN, Battersea, Bookkeeper Wandsworth Pet Nov 26 Ord Nov 26
GREY, ARTHUR, Uxbridge, Beer Retailer Windsor Pet Nov 26 Ord Nov 26
HARTNELL, SEPTIMUS, Upton Noble, nr Frome, Somerset, Journeyman Butcher Dorchester Pet Nov 27 Oct Nov 27
HIRST, EDGAR HOPKINSON, Leeds Leeds Pet Nov 25 Ord Nov 25
HOPCROFT, ERNEST DIGBY, Kidderminster, Insurance Agent Birmingham Pet Nov 27 Ord Nov 27
HOPKINSON, JOHN, Shoreditch, Furniture Manufacturer High Court Pet Nov 26 Ord Nov 26
LAZARNICK, JONAH, South Hackney, Corn Dealer High Court Pet Nov 6 Ord Nov 27
MOON, JOSEPH, Urmston, nr Manchester, Cattle Salesman Salford Pet Nov 5 Ord Nov 26
MORRIS, DAVID, Balham, House Furnisher Wandsworth Pet Nov 25 Ord Nov 25
NEWTON, RICHARD MARTLAND, Manchester, Carpet Merchant Manchester Pet Nov 22 Ord Nov 22
O'BRIEN, JAMES and DANIEL O'BRIEN, Hulme, Manchester, Fruit Preservers Manchester Pet Nov 26 Ord Nov 26
O'CONOR, MARY ANNE PRISCILLA JOSEPHINE, Brompton sq High Court Pet Sept 30 Ord Nov 27
POOLE, THOMAS, Fleetwood, Lancs, Clerk Preston Pet Nov 26 Ord Nov 26
READWIN, HANNAH MARIA, Fakenham, Norfolk, Harness Maker Norwich Pet Nov 27 Ord Nov 27
SMITH, GEORGE GERALD, Belvedere, Kent, Builder Rochester Pet Oct 25 Ord Nov 25
SMITH, WILLIAM, Leeds, Painter Leeds Pet Nov 23 Ord Nov 23
STRONG, WILLIAM, Nechells, Birmingham, Builder Birmingham Pet Nov 27 Ord Nov 27
SWALLOW, ROBERT, Brighton, Coal Merchant Brighton Ord Nov 21
THOMPSON, LIVINGSTONE W N, Exeter High Court Pet Oct 2 Ord Nov 25
TURPIN, ALFRED JOHN, Leeds, Turf Commission Agent Leeds Pet Nov 25 Ord Nov 25
VINCENT, SAMUEL FRANCIS, Gt Yarmouth, Cabdriver Gt Yarmouth Pet Nov 25 Ord Nov 25
WIENER, ADOLF, Cheetham, Manchester Manchester Pet Nov 25 Ord Nov 25
WILD, HAMLET, Blackpool Preston Pet Nov 26 Ord Nov 26
WILKES, JOHN, Stoke upon Trent, Timekeeper Stoke upon Trent Pet Nov 23 Ord Nov 23

FIRST MEETINGS.

ALLEN, LUCY, WILLIAM JAMES JOSEPH ALLEN, and FRANCIS JOHN JOSEPH ALLEN, Rupert st, Stepney, Lamp Manufacturers Dec 6 at 12 Bankruptcy bldgs, Carey st
BAINES, JAMES PERCIVAL, Beeston Hill, Leeds, Travelling Market Draper Dec 6 at 11 Off Rec, 6, Bond terr, Wakefield
BARKER, ERNEST ENOCH, Hammersmith, Clerk Dec 6 at 2.30 Bankruptcy bldgs, Carey st
BINNS, CHARLIE BERRY, Bingley, Yorks, Mill Manager Dec 10 at 11 Off Rec, 31, Manor row, Bradford
BROWN, WILLIAM HENRY, Sheerness, Saddler Dec 16 at 11.30 115, High st, Rochester
BROWNE, WILLIAM HENRY, York, Market Gardener Dec 9 at 11.30 Off Rec, 28, Stonegate, York
BUCKLEY, THOMAS HENRY, Oldham, Traveller Dec 10 at 11.30 Off Rec, Bank chmbrs, Queen st, Oldham
CHADWICK, WILLIAM, Allenton, Derbys, Fitter Dec 6 at 3.30 Off Rec, 47, Full st, Derby
CROMPTON, PETER, and JOHN WILLIAM CROMPTON, Plymouth, Pawnbrokers Dec 6 at 11 6, Athenæum ter, Plymouth
GOLDMAN, LAZARUS, Phipp st, Curtain rd, Timber Merchant Dec 10 at 12 Bankruptcy bldgs, Carey st
HENDRICKS, HERMAN, Broad st av, Merchant Dec 11 at 2.30 Bankruptcy bldgs, Carey st
HEPWORTH, LEWIS, Tunbridge Wells, Printer's Engineer Dec 9 at 2.30 Swan Hotel, The Pantiles, Tunbridge Wells
HESKETH, JOHN, Ormskirk, Cattle Dealer Dec 11 at 12 Off Rec, 35, Victoria st, Liverpool
HIRST, EDGAR HOPKINSON, Leeds Dec 6 at 12 Off Rec, 22, Park row, Leeds
HOWELL, JOHN, Monkswood, Mon, Farmer Dec 6 at 12 Off Rec, Westgate chmbrs, Newport, Mon
HOWORTH, GEORGE HENRY, Rawtenstall, Lancs, Labourer Dec 17 at 12 Townhall, Rochdale
IDLE FRANCIS, Oldham, Cabinet Maker Dec 10 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
LONGDEN, EDWARD WRIXON DUNCAN, New Broad st Dec 11 at 12 Bankruptcy bldgs, Carey st
MCLEOD, MARY ANN, Pontypridd, Milliner Dec 6 at 3 135, High st, Merthyr Tydfil
MOLENKAMP, JOHN, Villiers st, Strand, Hotel Manager Dec 10 at 2.30 Bankruptcy bldgs, Carey st
MOSES, WILLIAM, Shildon, Durham, Miner Dec 6 at 12 Off Rec, 25, John st, Sunderland
NUTTALL, JOHN, Newchurch, Lancs, Joiner Dec 17 at 11.15 Townhall, Rochdale
O'BRIEN, JAMES, and DANIEL O'BRIEN, Hulme, Manchester, Fruit Preservers Dec 6 at 3.30 Off Rec, Byrom st, Manchester
POST, ALFRED MCLAREN, Leadenhall st Dec 9 at 11 Bankruptcy bldgs, Carey st
ROTHMAN, MARK, Fleet st, Tobacconist Dec 12 at 12 Bankruptcy bldgs, Carey st
SEYMOUR, JAMES THOMAS, Southampton, Nurseryman Dec 7 at 11 Off Rec, 172, High st, Southampton
SIMUNDT, SLATER, & Co, Guildhall chmbrs Dec 13 at 12 Bankruptcy bldgs, Carey st
SMITH, EDWARD PERCIVAL, Beccles, Suffolk, Veterinary Surgeon Dec 7 at 1 Off Rec, 8, King st, Norwich
SMITH, WILLIAM, Leeds, Painter Dec 6 at 11 Off Rec, 22, Park row, Leeds
STANLEY, JOHN HAROLD, Belgrave, Leicester, Builder Dec 6 at 3 Off Rec, 1, Berridge st, Leicester
TAYLOR, SAMUEL, Cardiff, Furniture Dealer Dec 9 at 3 Bankruptcy bldgs, Carey st
TAYLOR, WILLIAM EDWIN, Leicester, Commercial Traveller Dec 6 at 12 Off Rec, 1, Berridge st, Leicester
THOMPSON, JOSEPH HENRY, Workington, Cumberland, Coal Dealer Dec 9 at 2.45 Court house, Cockermouth
TURPIN, ALFRED JOHN, Leeds, Turf Commission Agent Dec 6 at 11.30 Off Rec, 22, Park row, Leeds
WARBURTON, WILLIAM, Derby, Commercial Traveller Dec 6 at 3 Off Rec, 47, Full st, Derby
WELLS, HENRY, Leicester, Boot Repairer Dec 9 at 12 Off Rec, 1, Berridge st, Leicester
WHITE, WILLIAM HODGKIN, Church Gresley, Derby, Grocer Dec 6 at 12 Off Rec, 47, Full st, Derby
WIENER ADOLF, Cheetham, Manchester Dec 6 at 2.30 Off Rec, Byrom st, Manchester
WILLIAMS, JOHN WILLIAM, Blaenau Festiniog, General Draper Dec 6 at 3.30 Crypt chmbrs, Eastgate row, Chester
WINGROVE, RICHARD PAUL, St Helen's pl, Financial Agent Dec 12 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ACRES, THOMAS, Minting, Lincs, Breeder of Race horses Lincoln Pet Nov 25 Ord Nov 25
ALLCOCK, WILLIAM EDWIN, Linby, Notts, Farmer Nottingham Pet Nov 26 Ord Nov 26
ALLEN, LUCY, WILLIAM JAMES JOSEPH ALLEN, and FRANCIS JOHN JOSEPH ALLEN, Stepney, Lamp Manufacturers High Court Pet Nov 22 Ord Nov 26
AUSTIN, JOSEPH, Watford, Draper St Albans Pet Nov 18 Ord Nov 23
BARKER, ERNEST ENOCH, Hammersmith, Clerk High Court Pet Nov 25 Ord Nov 25
BARKER, JAMES, Nottingham, Carter Nottingham Pet Nov 25 Ord Nov 25
BATCHELAR, JOHN, Hammersmith, Timber Merchant High Court Pet Nov 2 Ord Nov 25
BENNETT, HERBERT HARRY, Wolverhampton, Painter Wolverhampton Pet Nov 27 Ord Nov 27
BINNS, CHARLIE BERRY, Bingley, Yorks, Mill Manager Bradford Pet Nov 26 Ord Nov 26
BROOMHEAD, HENRY, Sheffield, Sub-Librarian Sheffield Pet Nov 25 Ord Nov 25
BROWNE, WILLIAM HENRY, York, Market Gardener York Pet Nov 26 Ord Nov 26
BUTLER, RICHARD HOWARD, Handsworth, Grocer West Bromwich Pet Oct 8 Ord Nov 25
CHRISTMAS, WILLIAM, Gt Yarmouth, Butcher Gt Yarmouth Pet Nov 11 Ord Nov 27
COCKING, GEORGE WILLIAM, Barnsley, Yorks, Labourer Barnsley Pet Nov 26 Ord Nov 26
CORRY, JOHN, Plymouth Plymouth Pet Nov 27 Ord Nov 27
DALE, FRANK, Liverpool, Provender Dealer Birkenhead Pet Oct 11 Ord Nov 25
DAVIES, HUGH, Morriston, Swansea, Commission Agent Swansea Pet Nov 27 Ord Nov 27
DUFFY, ALEXANDER RHODES, Carlisle, Clothier Carlisle Pet Nov 25 Ord Nov 25
EDWARDS, FRANK, Greenwich, Provision Dealer High Court Pet Nov 26 Ord Nov 26
ETCHELLS, WILLIAM HENRY, Stockport, Cheshire, Commission Agent Stockport Pet Nov 26 Ord Nov 26
FERGUSON, PETER THOMAS, Blackpool, Confectioner Preston Pet Nov 23 Ord Nov 26
GRAY, WILLIAM STEPHEN, Battersea, Book Keeper Wandsworth Pet Nov 26 Ord Nov 26
GREENHILL, JOHN WILLIAM SAMUEL, St Mary Cray, Kent, Grocer Croydon Pet Aug 14 Ord Nov 20
GREY, ARTHUR, Uxbridge, Retailer of Beer Windsor Pet Nov 26 Ord Nov 26
HALL, HENRY, Handsworth, Pearl Button Manufacturer Birmingham Pet Oct 21 Ord Nov 25
HAMMERSLEY, WILLIAM, Islington, Instrument Maker High Court Pet Sept 6 Ord Nov 22
HARTNELL, SEPTIMUS, Upton Noble, nr Frome, Somerset, Butcher Dorchester Pet Nov 27 Ord Nov 27
HIRST, EDGAR HOPKINSON, Leeds Leeds Pet Nov 25 Ord Nov 25
HORNSEY, WILLIAM GEORGE, West Ham, Essex, Builder High Court Pet July 17 Ord Nov 16
LEVY, ALFRED ISAAC, Houndsditch Sponge Merchant High Court Pet Oct 24 Ord Nov 26
MCLAUCHLIN, JOHN CAMERON, Finsbury High Court Pet July 29 Ord Nov 23
NEWTON, RICHARD MARTLAND, Buxton, Carpet Merchant Manchester Pet Nov 22 Ord Nov 22
POOLE, THOMAS, Fleetwood, Lancs, Clerk Preston Pet Nov 26 Ord Nov 26
RAND, MARY JANE, Leeds Leeds Pet Oct 15 Ord Nov 23
RANSOME, SHEPPARD JAMES, and ARTHUR JAMES RANSOME, Leadenhall st, Colonial Merchants High Court Pet Oct 28 Ord Nov 25
READWIN, HANNAH MARIA, Fakenham, Norfolk, Harness Maker Norwich Pet Nov 27 Ord Nov 27
ROTHMAN, MARK, Hammersmith, Tobacconist High Court Pet Oct 26 Ord Nov 26
SMITH, WILLIAM, Leeds, Painter Leeds Pet Nov 23 Ord Nov 23
STRONG, WILLIAM, Birmingham, Builder Birmingham Pet Nov 27 Ord Nov 27
TAYLOR, SAMUEL, Cardiff, Furniture Dealer Cardiff Pet Oct 31 Ord Nov 26
TUCKER, CHARLOTTE, Beckenham, Kent, Farmer Croydon Pet Oct 28 Ord Nov 20
TURPIN, ALFRED JOHN, Leeds, Turf Commission Agent Leeds Pet Nov 25 Ord Nov 25
TURVER, WILLIAM, and ALFRED CARLTON BLYTH, St Albans, Hertford, Engineers St Albans Pet Oct 25 Ord Nov 25
VINCENT, SAMUEL FRANCIS, Gt Yarmouth, Cabdriver Gt Yarmouth Pet Nov 25 Ord Nov 27
WAKE, WILLIAM ROBERT, Twickenham, Undertaker Brentford Pet Nov 7 Ord Nov 25
WIENER, ADOLF, Cheetham, Manchester Manchester Pet Nov 25 Ord Nov 25
WILD, HAMLET, Blackpool Preston Pet Nov 26 Ord Nov 26
WILKES, JOHN, Stoke upon Trent, Timekeeper Stoke upon Trent Pet Nov 23 Ord Nov 23

Amended notice substituted for that published in the London Gazette of Nov 12:

COOPER, THOMAS, Wolverhampton, Tobacconist Wolverhampton Pet Nov 8 Ord Nov 8

ADJUDICATION ANNULLED.

COOK, GEORGE, Whitley Bay, Nrthmbrld, Commission Agent Newcastle on Tyne Adjud Sept 6 Annul Nov 14

London Gazette.—TUESDAY, Dec. 3.

RECEIVING ORDERS.

BANGAY, RICHARD, Norwich, Cabinet Maker Norwich Pet Nov 29 Ord Nov 29

BARTON, MICHAEL, Enfield, Wine Merchant Edmonton Pet Nov 27 Ord Nov 29

BEARSON, A, Liverpool, Tobacconist Liverpool Pet Nov 26 Ord Nov 29

BECK, EDWARD, Lowestoft Gt Yarmouth Pet Nov 30 Ord Nov 30

CHAPMAN, ALFRED THOMAS, and THOMAS CHAPMAN, Lenham Heath, Kent Maidstone Pet Nov 28 Ord Nov 28

CLEASBY, EDGAR, and WILLIAM GEORGE HASSELBY, Sheffield Sheffield Pet Sept 17 Ord Nov 28

COAKER, EDWIN, Ilfracombe, Builder Barnstaple Pet Nov 30 Ord Nov 30

COLQUHOUN, ISAAC, Swansea Swansea Pet Nov 23 Ord Nov 28

DAVIES, NAASON, Loughor, Glam, Draper Carmarthen Pet Nov 30 Ord Nov 30

FRANK, MAX, Australian av High Court Pet Nov 5 Ord Nov 29

GOLDING, SELMON, Liverpool High Court Pet Nov 8 Ord Nov 29

GOUT, JOHN EDWIN, Baston, Linca, Farmer Peterborough Pet Nov 21 Ord Nov 30

HASWELL, EDWIN HENRY, New Bilton, Rugby, Butcher Warwick Pet Nov 28 Ord Nov 28

HAWTHORN, BROTHERS & Co. Gt Tower st, Shipbrokers High Court Pet Nov 14 Ord Nov 29

HIAM, WILLIAM JOHN, Stoke Newington, Accountant High Court Pet Nov 30 Ord Nov 30

HOLT, JOHN CHARLES, Dartford, Kent, Grocer Rochester Pet Nov 28 Ord Nov 28

JAMES, FREDERICK, Wells, Somerset, Baker Wells Pet Nov 30 Ord Nov 30

JONES, ABRAHAM, Abercynon, Glam, Collier Pontypridd Pet Nov 27 Ord Nov 27

KENNELL, THOMAS MOY, Birmingham, Restaurant Proprietor Birmingham Pet Nov 26 Ord Nov 28

KINGSTON, JONAS, Orpington, Fruit Grower Croydon Pet Nov 27 Ord Nov 27

LARTER, WILLIAM ROBERT, Norfolk, Fish Dealer Norwich Pet Nov 29 Ord Nov 29

LLOYD, WILLIAM OLIVER, Pwllheli, Grocer Portmadoc Pet Nov 29 Ord Nov 29

MARTIN, HENRY THOMAS, Stratford, Body Maker High Court Pet Nov 30 Ord Nov 30

MASON, GEORGE BAKER, Higham, nr Bury St Edmunds, General Shopkeeper Cambridge Pet Nov 30 Ord Nov 30

MASON, THOMAS, Brixton, Carman High Court Pet Nov 27 Ord Nov 27

MAYALL, ROBERT, and WILLIAM WILD, Manchester, Drysalters Manchester Pet Nov 28 Ord Nov 28

MEYERS, CHARLES, Hoylake, Cheshire, Grocer Birkenhead Pet Oct 29 Ord Nov 28

OSBORNE, CHARLES, Blaengwynfi, nr Bridgend, Labourer Cardiff Pet Nov 28 Ord Nov 28

PERRIN, FRANKCOM WILLIAM, Reading, Carpenter Reading Pet Nov 29 Ord Nov 29

PETTITT, ALFRED, Sale, Cheshire, Compositor Manchester Pet Nov 28 Ord Nov 28

PINNICK, ALFRED, Moorgate st, Hosier High Court Pet Nov 7 Ord Nov 27

RAWLINSON, HEBER CHARLES, East Ardsley, Yorks, Painter Wakefield Pet Nov 30 Ord Nov 30

ROWLANDS, JAMES EDMUND, Witton, Warwick, Greengrocer Birmingham Pet Nov 30 Ord Nov 30

RUSWICK, WILLIAM FREDERICK, Falmouth, Cornwall, Insurance Agent Truro Pet Nov 30 Ord Nov 30

SELLENS, ALEXANDER ALFRED, Brightlingsea, Essex, Draper Colchester Pet Nov 26 Ord Nov 26

SHORT & Co, J A, Bristol, Wall-paper Merchant Bristol Pet Nov 22 Ord Nov 29

SYKES, MARTIN, Greetland, nr Halifax, Farmer Halifax Pet Nov 25 Ord Nov 25

TOMLINSON, HARVEY, Little Dunstall, Staffs, Farmer Burton on Trent Pet Nov 30 Ord Nov 30

VANSTONE, DOUGLAS HENRY, Penarth, Tobacconist Cardiff Pet Nov 29 Ord Nov 29

VEAR, EDWARD, Newark on Trent, Drayman Nottingham Pet Nov 27 Ord Nov 27

WOOSTER, WILLIAM, Southall, Chemist Windsor Pet Nov 26 Ord Nov 26

WRIGHT, JOSEPH BROTHERTON, Bolton, Insurance Agent Bolton Pet Nov 29 Ord Nov 29

Amended notice substituted for that published in the London Gazette of Nov 26:

HUDSON, WALTER GEORGE WILLIAM, Putney Heath Wandsworth Pet Oct 22 Ord Nov 21

FIRST MEETINGS.

ALLCOCK, WILLIAM EDWIN, Linby, Notts, Farmer Dec 10 at 12.30 Off Rec, 4, Castle pl, Park st, Nottingham

AVERY, EDWARD, Dean st, Soho, Bookseller Dec 12 at 2.30 Bankruptcy bldgs, Carey st

BISHOP, CECIL CLAYPORTH, Wandsworth rd, Auctioneer Dec 10 at 12.30 24, Railway app, London Bridge

BURGESS, ROBERT WILLIAM, Walsall, Metal Goods Manufacturer Dec 13 at 11 Off Rec, Wolverhampton

CHANDLER, HARRY OSWALD, Alrewas, Staffs, Licensed Victualler Dec 13 at 11.30 Off Rec, Wolverhampton

CHAPMAN, ALFRED THOMAS, and THOMAS CHAPMAN, Lenham Heath, Kent Dec 11 at 11 9, King st, Maidstone

CHASE, E E, Hastings, Licensed Victualler Dec 10 at 3.30 County Court Office, Cambridge rd, Hastings

COCKING, GEORGE WILLIAM, Barnsley, Yorks, Labourer Dec 10 at 10.30 Off Rec, Regent st, Barnsley

CORNWELL, MARY BEETON, West Wratting, Cambridge, Grocer Dec 11 at 10.30 Off Rec, 5, Petty Cury, Cambridge

CUNDY, FRANK GEORGE, Gt Portland st, Cycle Dealer Dec 13 at 12 Bankruptcy bldgs, Carey st

EDWARDS, FRANK, Greenwich, Provision Dealer Dec 13 at 2.30 Bankruptcy bldgs, Carey st

ETCHELLS, WILLIAM HENRY, Stockport, Cheshire, Commission Agent Dec 12 at 10.15 Off Rec, County chmbrs, Market pl, Stockport

GAGG, FREDERICK, Kingston upon Hull, Corn Factor Dec 10 at 11.30 Off Rec, Trinity House la, Hull

GEE, JOHN THOMAS, Walsall, China Dealer Dec 13 at 10.30 Off Rec, Wolverhampton

GOSLING, ALFRED CAMERON JOSEPH, Palmerston bldgs Dec 17 at 12 Bankruptcy bldgs, Carey st

GRAY, WILLIAM STEPHEN, Battersea, Book keeper Dec 11 at 12.30 24, Railway app, London Bridge

GREED, THOMAS MATTHEW, Walsall, Baker Dec 13 at 12 Off Rec, Wolverhampton

GREEN, WILLIAM LLEWELLYN, Uxbridge, Brewer's Agent Dec 14 at 1 Herbert & Son, 95, Peascod st, Windsor

HARRY, LEWIS, Brick la, Whitechapel, Leather Cutter Dec 17 at 11 Bankruptcy bldgs, Carey st

HARRISON, JOSEPH, Blackpool Dec 17 at 12.30 Townhall, Rochdale

HASWELL, EDWARD HENRY, New Bilton, Rugby, Butcher Dec 10 at 12 Off Rec, 17, Hertford st, Coventry

HOLT, JOHN CHARLES, Dartford, Kent, Grocer Dec 16 at 11 115, High st, Rochdale

HOPKINSON, JOHN, Shoreditch, Furniture Manufacturer Dec 11 at 11 Bankruptcy bldgs, Carey st

HUDSON, WALTER GEORGE WILLIAM, Putney Heath Dec 11 at 11.30 24, Railway app, London Bridge

HUNTABLE, WILLIAM HENRY, Swansea, Greengrocer Dec 12 at 12 Off Rec, 31, Alexandra rd, Swansea

LARGE, JOHN WALLACE, Coborn rd, Bow, Wheelwright Dec 16 at 2.30 Bankruptcy bldgs, Carey st

LAZARNICK, JONAH, Whitechapel, Corn Dealer Dec 13 at 12 Bankruptcy bldgs, Carey st

LEWIS, CHARLES WILLIAM, Grainthorpe, Lincs, Wheelwright Dec 10 at 11 Off Rec, 15, Osborne st, Gt Grimsby

LEWIS, DAVID FRANCIS, Neath, Grocer Dec 11 at 12 Off Rec, 31, Alexandra rd, Swansea

LONEY, JOHN HENRY, Marlborough, Fishmonger Dec 11 at 11.45 Off Rec, 38, Regent circus, Swindon

MASON, THOMAS, Brixton, Carman Dec 13 at 2.30 Bankruptcy bldgs, Carey st

MASTERS, HARRY, Handsworth, Fruiterer Dec 11 at 12 174, Corporation st, Birmingham

MILLAR, F J MOSS, High Holborn, Laundry Agent Dec 16 at 12 Bankruptcy bldgs, Carey st

MITCHELL, GEORGE, Ossett, York, Woollen Cloth Manufacturer Dec 12 at 3.30 Off Rec, Bank chmbrs, Batley

MOON, JOSEPH, Urmston, nr Manchester, Cattle Salesman Dec 11 at 2.30 Off Rec, Byrom st, Manchester

MORRIS, DAVID, Balham, House Furnisher Dec 12 at 11.30 24, Railway app, London Bridge

NANSON, HENRY, Gt Winchester st, Solicitor Dec 18 at 2.30 Bankruptcy bldgs, Carey st

NEWTON, MARY, Chester, Brush Manufacturer Dec 11 at 3 The Castle, Chester

NICH. HERBERT WILLIAM, Ham Common, Surrey, Grocer Dec 10 at 11.30 24, Railway app, London Bridge

O'CONOR, MARY ANN PRISCILLA JOSEPHINE, Brompton sq, Dec 18 at 11 Bankruptcy bldgs, Carey st

PETTITT, ALFRED, Sale, Cheshire, Compositor Dec 11 at 3 Off Rec, Byrom st, Manchester

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BOROUGH OF GUILDFORD.

APPOINTMENT OF TOWN CLERK.

The Town Council of Guildford are prepared to receive applications for the appointment of Town Clerk of the Borough.

Applicants must be duly qualified Solicitors, and the gentleman appointed will be required to abstain from private and other practice, and to devote his whole time to his official duties.

The appointment will take effect from the 25th March next.

The annual salary will be £450 rising by annual advances of £25 to £600.

The Town Council will provide Offices, and will pay the salary of an Assistant Clerk to be appointed by them on the recommendation of the Town Clerk, such salary being fixed at £75 per annum

A schedule defining the duties of the office can be obtained on application to the undersigned.

Applications, endorsed "Town Clerk's Appointment," and accompanied by not more than 3 Testimonials of a recent date, should be sent to me on or before the 21st day of December inst.

Canvassing members of the Council will be deemed to be a disqualification for the appointment.

FERDINAND SMALLPEICE, Town Clerk.

Guildford, 3rd December, 1901.

ST. THOMAS'S HOSPITAL, S.E.,

NEEDS HELP.

J. G. WAINWRIGHT, Treasurer.

MESSRS. INDERMAUR & THWAITES (Editors of the "Law Students' Journal," &c., &c.), 22, Chancery-lane, London, W.C., continue to read with Students both in Class and Privately and through the Post for the Solicitors' Final and Intermediate Examinations and for the Bar Final. Particulars personally or by letter.

NOTE.—Pupils have the use of a set of rooms and the library at 22, Chancery-lane, for study during the day.

November Honours, 1900.—The 1st (Clements'-inn) and Daniel Reardon Prizeman and Winner of the Travers-Smith Scholarship was a four months' pupil.

LAW.—Solicitor (admitted 1899), with ten years' experience, Requires Conveyancing Clerkship in London Office.—Apply, L., care of "Solicitors' Journal," 27, Chancery-lane, W.C.

METROPOLITAN BOROUGH OF STEPNEY.

TO SOLICITORS.

The Council of the above-mentioned Borough are about to engage the services of a Solicitor or firm of Solicitors for the conduct of such legal work of the Council as may be required The person or persons engaged will be required to provide, at his or their own expense, office accommodation, clerical assistance, stationery, and other matters necessary for the proper conduct of such work. Printed particulars of the terms and conditions upon which the engagement will be made can be obtained upon application to the undersigned.

Applications, stating age, qualifications, date of admission, and accompanied by not more than two recent testimonials, are to be forwarded in sealed envelopes, endorsed "Engagement of Solicitor," so as to reach the Town Clerk not later than noon on the 15th day of January, 1902.

Canvassing members or officials of the Council will be a disqualification.

By Order,

GEO. W. CLARKE, Town Clerk.

Municipal Offices, 15, Great Alie-street.

Whitechapel, E., 5th December, 1901.

MR. C. SPURLING, M.A., B.C.L. (Oxford), First Class Honours, late Scholar of Christ Church, Editor of the Eleventh Edition of "Smith's Manual of Common Law," Barrister-at-Law, continues to PREPARE for the Bar and University Law Examinations by Day, Evening, or Post.

University Examinations, 1900.—10 Pupils (all those sent up) successful.

Bar Examinations, March, 1901.—25 sent up, 21 passed, 4 obtaining a Second Class.

Address, 11, New-court, Carey-street, W.C.

LAW.—Advertiser (Jan., 1898) Desires Re-engagement at Christmas in Country Office, Midlands preferred, as Chief or Conveyancing Clerk.—Address, J. TAYLOR, 39, Escendine-road, Maida Vale, W.

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PEACOCK, JAMES EDWARD, Hampstead, Oil and Colour Man Dec 13 at 11 Bankruptcy bldgs, Carey st

RUSSELL, ARTHUR JOHN, Birmingham, Butcher Dec 13 at 11 174, Corporation st, Birmingham

SHAW, FREDERICK JOSEPH, Hucknall Torkard, Notts Photographer Dec 10 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

SHORT, ROBERT, Kingston upon Hull, Blacksmith Dec 10 at 11 Off Rec, Trinity House In, Hull

SIMPSON, FREDERICK, Birmingham, General Dealer Dec 11 at 11 174, Corporation st, Birmingham

SMITH, GEORGE GERALD, Belvedere, Kent, Builder Dec 16 at 12 115, High st, Rochester

SOUTHORN, NICHOLAS GROSE, Bournemouth, Baker Dec 10 at 12.30 Off Rec, City chmbrs, Salisbury

SWALLOW, ROBERT, Brighton, Coal Merchant Dec 11 at 3 Off Rec, 4, Pavilion bldgs, Brighton

SYKES, MARTIN, Greetland, Halifax, Farmer Dec 11 at 3 Off Rec, Townhall chmbrs, Halifax

THOMPSON, LIVINGSTONE W N, Exeter Dec 18 at 12 Bankruptcy bldgs, Carey st

WILKES, JOHN, Stoke upon Trent, Timekeeper Dec 13 at 11.30 Off Rec, Newcastle under Lyme, Staffs

WILLIAMS, ISAAC, Llanbradach, Collier Dec 10 at 3 135, High st, Merthyr Tydfil

WRIGHT, JOSEPH BROTHERTON, Bolton, Insurance Agent Dec 13 at 3 19, Exchange st, Bolton

ADJUDICATIONS.

BAGLEY, RICHARD, Norwich, Cabinet Maker Norwich Pet Nov 29 Ord Nov 29

BARCLAY, Sir DAVID EDWARD DURRELL, Baronet, Windlesham, Surrey High Court Pet July 31 Od Nov 27

BOYS, EDWARD, Lowestoft Gt Yarmouth Pet Nov 30 Ord Nov 30

BROOKS, JOHN WILLIAM DANIEL, Leicester, Teacher of Singing Leicester Pet Nov 15 Ord Nov 28

CARTER, WILLIAM ROBERT, Norfolk, Fish Dealer Norwich Pet Nov 29 Ord Nov 29

CHANDLER, HARRY OSWALD, Alrewas Staffs, Licensed Victualler Walsall Pet Nov 18 Ord Nov 26

CHAPMAN, ALFRED THOMAS, and THOMAS CHAPMAN, Lenham Heath, Kent Maidstone Pet Nov 28 Ord Nov 29

COAKER, EDWIN, Ilfracombe, Builder Barnstaple Pet Nov 30 Ord Nov 30

CUNDY, FRANK GEORGE, Gt Portland st, Cycle Dealer High Court Pet Nov 7 Ord Nov 29

DAVIES, NAASON, Upper Town, Llanelly, Draper Carmarthen Pet Nov 30 Ord Nov 30

DIX, WILLIAM, Cardiff, Builder Cardiff Pet Nov 27 Ord Nov 28

FINCH, EDWIN GEORGE, St James st, Wine Merchant High Court Pet Oct 25 Ord Nov 29

GARLAND, GEORGE, Clevedon, Somerset, Builder Bristol Pet Nov 22 Ord Nov 29

GIBBS, WILLIAM HENRY, W Kensington, Builder High Court Pet Oct 24 Ord Nov 29

GROVE, JOHN, Cardiff, Earthenware Hawker Cardiff Pet Nov 22 Ord Nov 22

HASWELL, EDWARD HENRY, Leamington, Butcher Warwick Pet Nov 28 Ord Nov 28

HOLT, JOHN CHARLES, Dartford, Kent, Grocer Rochester Pet Nov 28 Ord Nov 28

HUDSON, WALTER GEORGE WILLIAM, Putney Heath Wandsworth Pet Oct 22 Ord Nov 28

HYMERS, EMERSON, Alston, Cumberland, Farmer Carlisle Pet Nov 14 Ord Nov 26

JAMES, FREDERICK, Wells, Somerset, Baker Wells Pet Nov 30 Ord Nov 30

JONES, ABRAHAM, Abercynon, Glam, Collier Pontypridd Pet Nov 27 Ord Nov 27

LARGE, WALLACE JOHN, Coburn rd, Bow, Wheelwright High Court Pet Oct 28 Ord Nov 29

LLOYD, WILLIAM OLIVER, Pwllheli, Carnarvon, Grocer Portmadoc Pet Nov 29 Ord Nov 29

MARTIN, HENRY THOMAS, Stratford, Body Maker High Court Pet Nov 30 Ord Nov 30

MASON, GEORGE BAKER, Higham, nr Bury St Edmunds, General shop Keeper Cambridge Pet Nov 30 Ord Nov 30

MASON, THOMAS, Brixton, Carman High Court Pet Nov 27 Ord Nov 27

MASTERS, HARRY, Handsworth, Fruiterer Birmingham Pet Nov 12 Ord Nov 29

MAVALL, ROBERT, and WILLIAM WILD, Manchester, Drysalters Manchester Pet Nov 28 Ord Nov 29

MEYERS, CHARLES, Hoylake, Cheshire, Grocer Birkenhead Pet Oct 29 Ord Nov 29

MOON, JOSEPH, Urmston, nr Manchester, Cattle Salesman Salford Pet Nov 5 Ord Nov 27

MORRIS, DAVID, Balham, House Furnisher Wandsworth Pet Nov 25 Ord Nov 30

OSBORNE, CHARLES, Blaengwynfi, nr Bridgend, Labourer Cardiff Pet Nov 28 Ord Nov 28

PERRIN, FRANKCOM WILLIAM, Reading, Carpenter Reading Pet Nov 29 Ord Nov 29

PETTITT, ALFRED, Sale, Cheshire, Compositor Manchester Pet Nov 28 Ord Nov 28

PILBROW, WILLIAM FRANCIS, Chelsea, Builder High Court Pet Sept 2 Ord Nov 27

RAWLINSON, HEBER CHARLES, East Ardsley, Yorks, Painter Wakefield Pet Nov 30 Ord Nov 30

ROWLANDS, JAMES EDMUND, Witton, Warwick, Greengrocer Birmingham Pet Nov 30 Ord Nov 30

RUNSWICK, WILLIAM FREDERICK, Falmouth, Insurance Agent Truro Pet Nov 30 Ord Nov 30

RUSSELL, ARTHUR JOHN, Birmingham, Butcher Birmingham Pet Nov 12 Ord Nov 29

SELLENS, ALEXANDER ALFRED, Brightlingsea, Essex, Draper Colchester Pet Nov 28 Ord Nov 28

STANLEY, JOHN HAROLD, Leicester, Builder Leicester Pet Nov 13 Ord Nov 28

SYKES, MARTIN, Greetland, nr Halifax, Farmer Halifax Pet Nov 25 Ord Nov 25

THOMPSON, JOSEPH HENRY, Workington, Coal Dealer Cockermouth Pet Nov 19 Ord Nov 28

TOMLINSON, HARVEY, Little Dunstall, Staffs, Farmer Burton on Trent Pet Nov 30 Ord Nov 30

VANSTONE, DOUGLAS HENRY, Penarth, Tobacconist Cardiff Pet Nov 29 Ord Nov 29

VEAR, EDWARD, Newark on Trent, Draysman Nottingham Pet Nov 27 Ord Nov 27

WILLIAMS, ALFRED JOHN, Salford, Builder Salford Pet Nov 14 Ord Nov 28

WILLS, WILLIAM, Hinckley, Leicester, Furniture Dealer Leicester Pet Oct 22 Ord Nov 27

WRIGHT, JOSEPH BROTHERTON, Bolton, Insurance Agent Bolton Pet Nov 29 Ord Nov 29

ADJUDICATION ANNULLED.

HAMES, ARTHUR, Holwell, Dorset, Cattle Dealer Yeovil Adjud Nov 30, 1898 Annul Oct 10, 1901

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